

United States District Court Northern District of California

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Case Number: 5:23-cv-05176-PCP

Hearing Date: December 21, 2023

Hearing Time: 10:00 a.m.

-Judge: Honorable P. Casey Pitts

Courtroom: 8

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Rhawn Joseph } **PLAINTIFF’S MOTIONS FOR “ISSUE” “TERMINATING”**
Plaintiff } **SANCTIONS & SUMMARY JUDGMENT,**
v } **PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION**
 } **TO COMPEL ARBITRATION,**
AMAZON.COM, INC. and } (Combining Motions & Opposition Pursuant to Federal *Rule 27*).
AMAZON.COM SERVICES LLC } **MEMORANDUM OF POINTS AND AUTHORITIES,**
Defendants } **PLAINTIFF’S DECLARATION OF VERIFICATION AND**
 } **AUTHENTICITY**
_____ }

--DEMAND FOR JURY TRIAL--

Notice: Defendants Committed Perjury and Fraud Against the Court

Notice: As of July 22-28 2021, Amazon Requires Disputes to be Filed in Federal Court

Notice: As of July 22-28 2021, Amazon No Longer Requires Arbitration

Notice is hereby given that pursuant to the mandatory notice procedures set forth in the *Rule 11(c)(2)* Plaintiff is moving the Court to grant Plaintiff “Issue” and “Terminating” Sanctions and to grant Plaintiff’s Motion for Summary Judgment, based on evidence that the Defendants have suborned and committed perjury and filed false and perjured documents, and Defendants have committed Fraud Against the Court, and Defendants have no defense and admitted guilt, and for additional reasons and causes as will be detailed.

Notice is hereby given of Plaintiff’s Motions For “Issue” and “Terminating” Sanctions & Summary Judgment.

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NOTICE OF MOTIONS & REQUEST FOR SANCTIONS

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 21, 2023, at 10:00 a.m., or as soon thereafter as the matter may be heard, in Courtroom 8 of the above-captioned Court located at 280 South 1st Street, San Jose, CA 95113, Plaintiff will move the Court to grant Plaintiff “issue” and “terminating” sanctions and a Motion for Summary Judgment against Amazon.com, Inc. and Amazon.com Services LLC, (“Defendants”) for perjury, suborning perjury, filing false documents, for committing Fraud against the Court, and because Defendants have admitted a willful and purposeful breach of contract, and because Defendants admit they owe and have refused to pay Plaintiff unpaid royalties since 2022 and Defendants have no defense.

PLAINTIFF’S MOTIONS FOR ISSUE AND TERMINATING SANCTIONS, AND SUMMARY JUDGMENT.

PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION.

1. **Plaintiff Opposes** in its entirety Defendant AMAZON.COM, INC. and AMAZON.COM SERVICES LLC, (“Amazon”) Motion to compel arbitration. **(A)** As of July 22-28, 2021, Defendants Amazon requires disputes to be filed in Federal Court, and **(B)** Amazon repudiated and no longer requires arbitration for dispute. **(C)** Defendants asked Plaintiff to abandon “AAA” arbitration after Plaintiff filed for arbitration. **(D)** AAA is a known “scam” and AAA arbitration attempted to charge (defraud) Plaintiff \$9,462.37 in filing fees; and total AAA charges to Plaintiff can exceed \$30,000--and Plaintiff does not have these funds **(E)** Ordering AAA arbitration would prevent resolution of these disputes (due to fees Plaintiff cannot afford) and would violate Plaintiff’s 4th, 5th, 8th and 14th Amendment rights **(F)** Amazon’s Terms and Conditions (agreement, contract) does not govern or pertain to Plaintiff’s Claims and Causes of Action 2, 3, 4, 5, 6. **(G)** Defendants committed perjury, suborned perjury, committed fraud against the Court. **(H)** Defendants failed to give Plaintiff proper Notice of motion. **(I)** Only the Court can order Defendants to Pay Plaintiff. **(J)** There is no dispute: Defendants admit they withheld Plaintiff earnings and admit they refused and failed to pay by check or direct deposit, and admit they owe Plaintiff royalties and earnings but refuse to pay him and thus **(K)** Defendants admit guilt.

2. As authorized by and pursuant to *Federal “Rule 27*. Plaintiff combines Plaintiff’s Opposition, with Plaintiff’s Motions. To quote *Federal Rule 27, Committee Notes*: “*A party filing a response in opposition to a motion may also request affirmative relief. It is the Advisory Committee’s judgment that it is permissible to combine the response and the new motion in the same document. Indeed, because there may be substantial overlap of arguments in the response and in the request for affirmative relief, a*

combined document may be preferable. If a request for relief is combined with a response, the caption of the document must alert the court to the request for relief.”

3. **Plaintiff’s Motions: Plaintiff Moves** the Court to award Plaintiff **“Issue” & “Terminating” Sanctions, and Summary Judgment** on all six of Plaintiff’s claims and causes of action; and to order Defendants Amazon to immediately pay Plaintiff \$57,048.31 which is the amount due as of July 2023.

4. In support of Plaintiff’s motions and Opposition, Plaintiff hereby incorporates, as if fully stated herein, all of Plaintiff’s Exhibits and all proceeding and preceding paragraphs as if fully stated herein, and Plaintiff’s Complaint and Plaintiff’s Exhibits as if fully presented and stated herein.

VERIFIED AUTHENTICATED FACTS & HISTORY

(SEE PLAINTIFF’S DECLARATION OF VERIFIED AUTHENTICATED FACTS)

5. The following is based on Plaintiff’s complaint (pleadings), and Plaintiff’s declaration of verified authenticated facts and exhibits (at the conclusion of this document), and where noted the Declaration of Defendant Amazon employee Brian Hernandez Orellana (dated October 27, 2023) filed by the Defendants with their motion and incorporated in their motion.

6. Plaintiff owns an academic publishing company, and established an account with KDP Amazon in 2011. Between 2011 and 2015, Plaintiff published scholarly books edited and authored by Nobel Prize Winner Sir Roger Penrose, Dr. Rudy Schild of the Center for Astrophysics at Harvard, Dr. Joel Levine Senior Scientist and Science Directorate at NASA, Deepak Chopra, and other luminaries. Between 2011 and 2017, Plaintiff’s publishing company published over 70 scholarly books and by 2020 Plaintiff’s publishing company had published approximately 90 books.

7. From 2011 until April of 2022, up to 12 different royalty payments were made to Plaintiff each month, based on the sales of books to customers in up to 12 different countries. Therefore, for 11 years, each month Amazon made up to 12 different royalty payments to Plaintiff with no problem.

8. As admitted by the Defendants and Orellana (Bryan Orellana 10/27/23 Declaration): *On July 28, 2011, Mr. Joseph created a KDP account...*” (page 5) *“Between the inception of his account and September 2022, Amazon made over 1,200 royalties payments to Mr. Joseph.”*

9. Beginning in April of 2022 and continuing into the present, as documented by exhibits and screen shots from Amazon KDP (Exhibits 1-5, Table 1-Exhibit 10), Amazon breached it contract, and only pay royalties from countries with the fewest sales, but withheld royalties from countries with the highest sales: Amazon would only pay lowest amounts owed and refused to pay the highest amounts owed each month.

10. On or about April of 2022, Plaintiff contacted Amazon KDP by phone and via its online customer service portal. Plaintiff was instructed by Amazon to delete and re-enter his bank account information-- despite the fact that it had been correct and unchanged for the previous 11 years, and despite the fact that some payments continued to be directly deposited each month. Plaintiff followed these instructions.

11. However, unbeknownst to Plaintiff Amazon had made a policy decision to selectively target this Plaintiff and refuse to pay Plaintiff by check or direct deposit because “...*Amazon placed Mr. Joseph’s payment account on hold*” (Declaration of Brian Hernandez Orellana page 6).

12. Therefore, because of this “hold” and despite repeatedly deleting and reentering bank account information as instructed, Amazon continued to pay only the lowest amounts due each month but refused to pay the highest amounts due each month--refusing even to pay by check-- but lied about the reasons.

13. In 2022, Plaintiff consulted by phone with an Amazon employee who identified himself by the name of “Brian.” “Brian” and Plaintiff examined Plaintiff’s KDP account information and verified it was identical to Plaintiff’s bank account information. “Brian” was unable to determine why some payments were being paid but most were being withheld each month, and, “Brian” instructed Plaintiff to delete and re-enter his bank account information into the KDP website. Although Plaintiff complied Amazon continued to withhold the highest amounts due each month and would only pay the lowest amounts due.

Defendants Commit Perjury and Fraud Against The Court

14. Perjury # 1: Brian Hernandez Orellana in a declaration (dated October 27, 2023) and sworn under oath and which Defendants incorporated into their motion, falsely states (page 6: “*Amazon placed Mr. Joseph’s payment account on hold and requested that Mr. Joseph delete and re-enter the bank information contained in his account. Mr. Joseph refused to delete and re-enter his bank account information and, since this dispute arose, Mr. Joseph has never deleted and re-entered his bank account information.*”

15. In a verified email to Plaintiff dated October 17, 2023 (10 days prior to Brian Orellana’s dated declaration), Amazon attorney, Lillig, Rebecca wrote (Exhibit 11). “*you have done everything you can to correct any problem.*” In a verified email to Plaintiff dated October 26, 2023 (one day prior to Orellana’s dated declaration), Lillig, Rebecca wrote (Exhibit 12) “*you changed your bank account number and routing number in your KDP account after September of 2022, when Amazon notified you that all payments Amazon attempted to make to you failed. And, on November 2, 2022, you entered your new bank account information into your KDP account...*”

16. In a verified email to to Plaintiff dated October 17, 2022 (10 days prior to Orellana’s dated

declaration), Amazon attorney Lillig, Rebecca wrote (Exhibit 13). *“... you have repeatedly deleted and re-entered your bank account information on your KDP account. My recollection of the information we received from KDP early on in our investigations is that you changed your distribution bank account in November/December of 2022. This year, in 2023, have you also tried to delete and re-enter your bank account information on your KDP account page.”*

17. In an email to Plaintiff dated October 19, 2023 (8 days prior to Orellana’s dated declaration), Lillig, Rebecca wrote (Exhibit 14). *“Based on your confirmation that you deleted and reentered your bank account information in your KDP account, and that the account information is correct, we instructed KDP to work with accounts payable to attempt to pay you straight away. I was just informed they are moving forward and that they will update us as soon as possible regarding the transactions.”*

18. On October 26, 2023 (one day prior to Orellana’s dated declaration), Defendants “Amazon Accounts Payable <noreply@accounts-payable.amazon.com>” sent Plaintiff 10 separate emails (Exhibits 15, 16), each stating that *“...a routine banking validation...confirms that your account is ready to accept payments from Amazon and no further action is required from you.”* Amazon continued to refuse to pay Plaintiff any royalties despite the fact that all information is correct and had been correct since 2011.

19. On October 26, 2023 (one day prior to Orellana’s dated declaration), Plaintiff sent an email to Amazon attorneys Lillig, Rebecca and Bugaighis, Zana (Exhibit 17) which stated: “No Payments Received Proof All Information is correct REQUESTING A CHECK” and which contained a PDF screen shot comparing Plaintiff’s KDP account banking information with Chase Bank, and documented that the banking-deposit account number and routing number are identical in both accounts (Exhibit 18).

Defendants Paid for 11 Years: Defendant Now Refuses to Pay

20. Defendant Amazon is committing perjury and fraud against the Court. Plaintiff has been cooperative, and all information had been correct for the previous 11 years and remains correct as of 10/26/23 as verified by Amazon (Exhibits 15, 16) and Plaintiff (Exhibits 17, 18). Amazon willfully and purposefully breached its contractual obligations and has maliciously caused catastrophic injuries because Amazon has a policy that selectively targets this Plaintiff. As admitted by Orellana (10/27/23 Declaration of Brian Hernandez Orellana) despite the fact that Amazon “made over 1,200 royalties payments to Mr. Joseph” Amazon was suddenly fearful *“that payments may be inadvertently made to someone other than Mr. Joseph”* and *“Amazon placed Mr. Joseph’s payment account on hold.”* Why would they think this? Their defense and explanation is absurd; i.e. they are protecting Plaintiff by refusing to pay Plaintiff?? No. They are breaching their contracts by refusing to pay.

21. By suborning perjury and filing Orellana's perjured testimony as material facts, Defendant's have sought to commit Fraud against the Court: falsely claiming it is Plaintiff's fault that Amazon is refusing to deposit the largest amounts due each month, and only paying the lowest amounts each month when in fact Amazon had devised a policy of selectively targeting Plaintiff and withholding and refusing to disburse his funds because, they claim (Orellana Declaration) they were attempting to protect Plaintiff by refusing to pay Plaintiff because they are afraid that somehow someone else might get his money. The fact is, the "*someone other than Mr. Joseph*" who has Plaintiff's money, is Amazon.

Amazon Refuses to Pay by Check

22. Plaintiff has repeatedly demanded that Amazon pay by check, and Amazon and its attorney' have repeatedly promised to pay by check but instead continue to voluntarily withhold these royalty payments, as of October 28, 2023. Amazon has offered up the bizarre excuse that they do not know Plaintiff's name and address (Orellana Declaration). However, it is a fact that Plaintiff's name, birthdate, and address are listed in KDP records for payment by Check (Exhibits 19, 20) and (including his SS#) are listed in KDP tax records and has been on file at Amazon, since at least 2013 (Exhibits 19, 20).

23. In a verified and authenticated email dated September 1, 2023, Amazon attorney Bugaighis, Zana wrote (Exhibit 21) "*As I said my past emails, please let me know where Amazon should direct payment for the outstanding royalties.*" That information was provided and is on KDP records (Exhibits 19, 20). No check was issued.

24. On 3/14/23 (exhibit 22), Amazon's Attorney, Stephani Baldwin, wrote and stated : "*Amazon is willing to issue your royalties via paper check*" and admitted Amazon does not send checks as policy.

25. On August 26, 2023. Amazon Attorney Zana, wrote (Exhibit 23) "*In the meantime, please let me know where Amazon should direct payment (will you agree to a check?).*" That information was provided and is on KDP records (Exhibits 19, 20). No check was issued.

26. In an email dated 9/1/23, Bugaighis, Zana wrote (Exhibit 21) "*As I said my past emails, please let me know where Amazon should direct payment for the outstanding royalties.... I will assume you will accept payment by check.*" In an Email dated October 23, 2023, Lillig, Rebecca wrote (Exhibit 24): "*I will connect directly with accounts payable to find out what else I need to do to get the check sent asap.*"

27. As of October 27, 2023, no checks were issued. Instead, Orellana (page 6) in his perjured declaration (dated 10/27/23) blames Plaintiff for Amazon's refusal to issue any checks! "*In conjunction with counsel for Amazon, Amazon continues to seek cooperation from Mr. Joseph to send him royalties payments.*" Amazon's excuse is bizarre and absurd. All Amazon has to do is mail the check.

Another Defendant Perjury / Fraud Against the Court. Fraudulent Refusal to Pay By Check

28. In the perjured declaration dated October 27, 2023, Orellana (page 6) commits perjury by making the false statements under oath *“Amazon advised Mr. Joseph that it could pay him by check if he updated in his KDP account his preference to receive royalty payments by check, but Mr. Joseph has refused to update this preference in his account.”* Plaintiff stated the preference for checks as early as 2011 and again in 2013 and is still on file as of 10/28/23 (Exhibits 19, 20). Fact is, Amazon abandoned its policy of paying by check in 2017 (Exhibit 25) as verified by Amazon’s attorney (Exhibit 22) *“Amazon is willing to issue your royalties via paper check as an exception to the standard EFT process.”* Falsely claiming Plaintiff failed to update when that option is not available, is yet another fraud on the Court.

29. KDP had claimed (Exhibit 26) *“Check You’ll be issued a paper check through the mail to the address you’ve entered in the Author/Publisher Information information section of your account. Checks have minimum payment thresholds and take longer to receive than electronic methods.”*

30. As documented by KDP (Exhibit 20) Plaintiff in fact entered his name, address, birthdate, on the *“Author/Publisher Information information section”* of his account--and this information has been on file at Amazon since 2011--as admitted by Orellana (Orellana 109/27/23 Declaration): *On July 28, 2011, Mr. Joseph created a KDP account...*” (page 5) *“Between the inception of his account and September 2022, Amazon made over 1,200 royalties payments to Mr. Joseph.”*

31. It would have been impossible to make any payments to this Plaintiff if Plaintiff did not provide his name and address which has been on file since 2011--the date Amazon admits the account was created (Orellana 109/27/23 Declaration). Furthermore, as documented by Exhibits 19, 20, Plaintiff provided tax withholding and tax payment information to Amazon KDP which has been accurate since “August 9, 2013” and which includes Plaintiff’s name, address, social Security number. It is because this information has been on file, including a request for payment by check, that Defendants were able to make *“over 1,200 royalties payments”* since 2011 (Orellana 109/27/23 Declaration).

32. Orellana has again perjured himself by falsely claiming this information is not and has not been available to Amazon and is not on Amazon’s *“Author/Publisher Information information section”* when it has been there since 2011 as admitted by Orellana and as documented (Exhibits 19, 20). Thus Defendants again committed perjury and suborned perjury and committed fraud against the Court.

As of July 2023, Amazon Has Defrauded Plaintiff of \$57,048.31.

33. A summary of 29 payments Amazon had fraudulently withheld, as of July 2023, can be viewed in

Table 1-Exhibit 10. As documented in Exhibits 1-5, Amazon makes some payments but refuses and has failed to make all payments. withholding the largest amounts due each month. As of July of 2023, Amazon KDP owes Plaintiff an estimated total of approximately \$57,048.31, in royalty payments.

Amazon Selectively Withholds Largest Payments Each Month, Pays Only Minimal Amounts Due

34. Again: Amazon makes up to 12 separate royalty payments each month.

35. Verified and authenticated Exhibits 1-4 document that some royalty payments (the highest amounts due) are inexplicably withheld each month and only those with lowest amounts due are paid each month by Amazon. For example, Exhibit 4 page 2, documents that during a single month period, KDP paid \$138.56 from Amazon.fr, and \$40.73 from Amazon.uk, and paid \$507 from Amazon.co.jp but “Failed” (withheld) to pay \$7315.76 in royalties from Amazon.com (America) and placed a “hold” on payments from Amazon.in, Amazon.com.br, Amazon.ca, Amazon.com.au, Amazon.com.mx, Amazon.pl.

36. The successful deposits of the lowest amounts due each month proves bank account information is correct. Amazon breached its contract and is engaged in fraud because (Orellana): “*Amazon placed Mr. Joseph’s payment account on hold.*” and did so voluntarily despite demands that they release these funds.

Amazon Destroys and Withholds Records of Royalties Due: Fraud, Breach of Contract

37. Exhibit 7: Amazon Terms and Conditions: “*5.4.2 When We Pay You. Unless otherwise specified in Digital Book Pricing Page or Print Book Pricing Page, each Amazon party will pay Royalties due on Book sales approximately 60 days following the end of the calendar month during which the sales were made. At the time of payment, we will make available to you an online report detailing sales of Books and corresponding Royalties.*”

38. KDP has destroyed and is refusing to release all royalty records (Exhibits 1, 27). As documented by verified and authenticated Exhibit 1, KDP deleted or has refused to post any royalty records from April 15 2022 to June 29, 2022; and from June 30 2022 to September 9 2022; i.e. 4 months--during the period when Amazon, after 11 years, decided, as policy to begin withholding Plaintiff’s royalties.

39. As documented in Exhibits 3 and 4 page 1, KDP had been posting some royalty records until April 15 of 2023. However, Amazon has now deleted from its website and Plaintiff’s account on the KDP website, all Plaintiff’s royalty records beginning on and since November of 2022--the last royalty statement dated October of 2022 (Exhibit 27)--and this is a breach of Terms and Conditions: “*5.4.2.*”

40. Thus Amazon, since the lawsuit was filed, deleted eleven months of royalty records that had been posted online between November of 2022 and October of 2023. This is in addition to the four months of records previously deleted (i.e. April 15 2022 to June 29, 2022; June 30 2022 to September 9 2022).

41. Hence, Amazon has destroyed a total of 1 year and 3 months of royalty records. Plaintiff alleges there is only one reason to delete 14 months of royalty records, and that is to prevent Plaintiff from learning how much he has earned and how much Amazon has withheld, i.e. stolen and is stealing.

42. Plaintiff alleges that the deletion of and failure to post 14 months of royalty records constitutes additional evidence of fraud and is a clear breach of Amazon's contract and "Terms and Conditions" (see Exhibit 7: Amazon Terms and Conditions: "5.4.2).

Amazon's Terms and Conditions Authorize Plaintiff to File Suit in Court

43. On or about July 22 to July 28, 2021, *"In a brief email to customers, Amazon said anyone using its products would now have to pursue disputes with the company in federal court"* (Michael Corkery, *New York Times*, 7/28/21 *Amazon Ends Use of Arbitration Amazon*).

44. It is precisely because Amazon's policies and Terms and Conditions now require disputes to be filed in Federal Court, that Defendants transferred the case to Federal Court. Amazon's Terms and Conditions: "5.4.7 *Payment Dispute*" explicitly acknowledge and permit disputes to be filed in Court.

45. Exhibit 7: Amazon Terms and Conditions: "5.4.7 *Payment Disputes*. *You may not bring a suit or other legal proceeding against us with regard to any statement unless you bring it within six months after the date the statement is available.*"

46. Amazon has been withholding Plaintiff's royalty payments since April of 2022, and recently deleted all royalty statements since October of 2022 despite the fact that royalty statements, by contract (Terms and Conditions: 5.4.2) must be posted within *"approximately 60 days following the end of the calendar month during which the sales were made."* Hence, Defendants Amazon have repeatedly violated their Terms and Conditions, and Plaintiff is authorized to file suit according to the contractual provisions which Amazon has repeatedly breached; and Amazon now requires disputes to be heard in Federal Court.

Arbitration Dropped as Requirement By Amazon as of July 22-28, 2021

47. Amazon discontinued demands for arbitration on or about July 22-28, 2021--verified and reported by the *New York Times* (Michael Corkery, *New York Times*, 7/28/21 *Amazon Ends Use of Arbitration Amazon*): *"In a brief email to customers, Amazon said anyone using its products would now have to pursue disputes with the company in federal court, rather than go through the private and secretive arbitration process, which critics say puts consumers at a huge disadvantage.... The five-sentence note informing Amazon's customers about its updated "conditions of use" did not explain the reasons for dropping arbitration. When asked about the reasoning, a company spokeswoman did not elaborate."*

48. Because Amazon's Terms and Conditions now require "*anyone using its products would now have to pursue disputes with the company in federal court,*" Defendants transferred this case from California Superior Courts to Federal Court.

Defendants Commit Fraud Against the Court: Perjured Statements, RE: Arbitration

49. Amazon ended and discontinued any demands for arbitration on or about July 22-28, 2021 (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*). However, Defendants and Orellana again commit fraud against the Court, by presenting screen shots dated July 1, 2021 (Orellana page 3) of what they claim to be Amazon's "Terms and Conditions" that allegedly make reference to "arbitration"--the same terms and conditions, RE: "arbitration" that Amazon repudiated at least 21 days later (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*).

50. As an aside, Defendants' exhibit (page 5 Orellana Declaration) does not state any terms or conditions and does not make any reference to arbitration and is not retroactive. As the Defendants admit, it refers to and pertains only to the "content" of a single book published in 2021: "*by clicking Publish below, I confirm that I have all the rights necessary to make the content I am uploading available for marketing, distribution and sale in each territory I have indicated below, and that I am in compliance with KDP Terms and Conditions.*" The Court must note that Defendant's exhibit is not retroactive does not pertain to any book published prior to 2021 and requires only that Plaintiff acknowledge he is "*in compliance*" with "Terms and Conditions" as pertaining to that single book.

51. In fact, the exhibit (page 5) presented by Orellana makes no mention of the "*American Arbitration Association's Commercial Arbitration Rules*" and this is yet another perjury and fraud against the Court by Defendant. Nor has Orellana provided any proof or document that verifies a "*mandatory arbitration provision*" has ever existed. Moreover, contrary to the deceptions of Orellana that exhibit (page 5) does not refer to or provide a link to a "*Terms & Conditions page*" and terms and conditions are not stated.

52. The fact is Amazon's Terms and Conditions allow the filing of suit in Court (Exhibit 7: Amazon Terms and Conditions: "*5.4.7 Payment Disputes*") and Amazon requires these disputes to be heard in Federal Court (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*).

Defendants Require Dispute To Be Filed In Federal Court. Defendants File in Federal Court

53. "*In a brief email to customers, Amazon said anyone using its products would now have to pursue disputes with the company in federal court, rather than go through the private and secretive arbitration process* (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*).

54. Hence Defendants transferred this case to Federal Court, according to their Terms and Conditions

which have repudiated arbitration as a means of settling disputes.

Defendants Repudiated and Refused Arbitration; Asked Plaintiff to Not Arbitrate

55. In 2023, when Plaintiff began warning he would file suit for breach of contract, fraud, and other damages, Plaintiff was contacted by Amazon's attorneys--the same law firm and attorneys representing Amazon in this action--and Plaintiff was falsely informed that Amazon's terms and conditions required Arbitration before the America Arbitration Association--when they knew or should have known that Amazon had repudiated arbitration almost two years earlier (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*).

56. Subsequently after Plaintiff registered for and paid the initial fees to the American Arbitration Association (Exhibits 8a,b)--which is a well known "professional scam" (Exhibits 28, 29)-- Amazon and its attorneys refused to agree to or cooperate with arbitration and repeatedly asked Plaintiff not to arbitrate and not to pursue arbitration after Plaintiff paid all fees and filed for arbitration (Exhibits 30). Amazon offered to refund the fees Plaintiff paid to AAA for arbitration if Plaintiff would agree not to pursue arbitration and Amazon and its attorneys repeatedly promised to settle the case and to pay his royalties if Plaintiff did not to go forward with arbitration (Exhibits 23, 30, 32) but then failed to pay.

57. In a verified authenticated email, sent to Plaintiff on August 24, 2023, Amazon Attorney Zana Bugaighis wrote "*do you agree to have AAA hold on further administering this action? I would like to attempt to see if we can reach resolution and request a refund for your filing fees.*" (Exhibit 30).

58. In a verified authenticated email, sent to Plaintiff and Defendants attorneys on August 24, 2023 by AAA Director 2, Amazon was asked if it would participate in arbitration, and Amazon refused and failed to respond or agree to arbitration by AAA or any other arbitration association (Exhibit 31): "*Dear Parties: We have received claimant's (Rhawn Gabriel Joseph) email below. This case has been assigned to the Self-Represented Case Administration Team. Please feel free to visit our website, www.adr.org/self-represented for helpful information about arbitration. We ask that respondent (Amazon KDP, LLC) respond to claimant's email below by August 31, 2023 Please let us know if you have any questions about this case. Regards, AAA Self-Represented Director 2.*" Amazon ignored that email.

59. In a verified authenticated email, sent to Plaintiff on August 24, 2023, Amazon Attorney Zana Bugaighis (Exhibit 30) wrote "*it is my understanding that KDP has been attempting to pay you royalties for months now and is willing and able to do so now in exchange for settling this action.*"

60. On August 26, 2023, Amazon Attorney Zana, wrote to Plaintiff (Exhibit 32) "*...let me know if you agree to stay this matter with AAA.*" Plaintiff agreed. Amazon then refused to settle or pay royalties.

61. In an email dated August 29, 2023, Bugaighis, Zana again offers to pay and to settle (Exhibit 33) *“After reviewing this email, please advise if you are agreeable to settling the royalties portion of your demand.”* Plaintiff agreed. Amazon then refused to settle or pay royalties.

62. Defendants committed fraud against the Court by failing to reveal that (1) it is no longer Amazon’s policy to require arbitration and (2) that Amazon repeatedly asked Plaintiff to abandon arbitration, and (3) Amazon never agreed to allowing this case to be resolved by arbitration after Plaintiff filed with AAA.

Yelp / Better Business Bureau: AAA is a Fee Gauging “Professional Scam.”

63. *“....the private and secretive arbitration process, which critics say puts consumers at a huge disadvantage” (Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon).*

64. Amazon’s motion asks the Court to transfer this case to a scammer organization, The American Arbitration Association, despite the fact that Amazon repeatedly asked Plaintiff not to go forward with Arbitration and Amazon’s Terms and Conditions no longer require arbitration having been repudiated in July of 2021 (*Michael Corkery, New York Times, 7/28/21 Amazon Ends Use of Arbitration Amazon*).

65. The American Arbitration Association is rated -0- by Yelp and other online rating services (Exhibits 28, 29), and AAA is described on the Better Business Bureau website as a known “professional scam” (<https://www.bbb.org/us/ny/new-york/profile/arbitration-services/american-arbitration-association-0121-12631/complaints>) that engages in fee gauging, charges Plaintiffs over \$1,000 per hour with fees up to \$50,000 per case and that routinely issues one sentence judgments against Plaintiffs in favor of corporations and their lawyers that sit on AAA’s Board of Directors (Exhibits 28, 29).

66. As acknowledged by AAA, on average AAA charges a “\$7700 filing fee and a hearing fee of \$8450.00” (<https://www.adrtimes.com/how-much-does-arbitration-cost/>) = 16,150.00!!! In addition AAA charges a “minimum \$2,500 arbitrator fee,” and “\$1,000 per day hearing room fee” (<https://www.adr.org/ALaCarteServices>) and according to the American Bar Association, AAA arbitrators charges as much as “\$1,150” an hour (https://www.americanbar.org/content/dam/aba/publications/dispute_resolution_magazine/spring2017/3_rothman_trends_in_arbitrator.pdf).

67. This case if referred to AAA can cost Plaintiff \$30,000 to \$50,000--fees that are impossible for Plaintiff to pay unless Plaintiff takes a second mortgage on his home--Plaintiff has less than \$6000 in his checking account and no savings account and Social Security and Royalty payments are his only source of income. Referring this case to AAA violates Plaintiff’s 4th, 5th, 14th and 8th Amendment rights.

68. AAA is a scammer organization that sought to defraud this Plaintiff.

69. As documented by Exhibits 8,34, on 7/6/23, Plaintiff paid the American Arbitration Association

\$937.37 which is the “Filing Fee Charged” by AAA (Exhibits 8ab, 34) and which AAA acknowledged: “This acknowledges receipt of your filing on 26-JUL-23 at 17:54:09 Eastern Time” (Exhibit 34).

70. On July 28, 2023, AAA sent an unsigned letter demanding an additional “payment of \$4,575” (Exhibit 35) in addition to the \$937.37 already paid, for a total of \$5,512.37!

71. On August 8, 2023 (Exhibit 36) AAA again demanded an additional “Payment of \$4,575 which is the remaining balance of the filing fee” again bringing the total to \$5,512.37 just to open the case.

72. As documented by Exhibit 8a, on August 14, 2023, Plaintiff filed and paid all the fees calculated by AAA (CASE NUMBER : 01-23-0003-5933). As documented by Exhibit 8b, because Plaintiff had paid in full, he had no open invoices and owed AAA -0-

73. As documented by Exhibit 37, on August 14, AAA then demanded an additional \$1,879.75.

74. Exhibit 38: on August 14, Plaintiff Paid an additional “Filing Fee Charged” of \$1825.0.

75. As documented by Exhibit 39, on August 15, AAA Demanded an additional “1,975 to process the matter forward to a case manager.”

76. As documented by Exhibit 40, on August 15, AAA Demanded an additional “150.00” and warned that Plaintiff would have to pay yet more fees before it can even be referred to a case manager.

77. Hence between July 15 and August 15 2023, AAA had demanded \$937.37; then an additional “\$4,575”; then an additional “\$1825.00”; then an additional “1,975,00” then an additional “\$150.00!” Total Demands between July 15 and August 15, came to a total of \$9,462.37 just to open the case and before it could be assigned to a case manager!!!

78. The \$9,462,37 is close to the average “\$7700” AAA filing fee.

79. A documented, in addition to AAA’s demand for \$9,462.37, Plaintiff would be charged a hearing fee of \$8450.00” and a “minimum \$2,500 arbitrator fee,” and “\$1,000 per day hearing room fee” and would have to pay AAA arbitrators as much as “\$1,150” an hour!

Even before an AAA Arbitrator begins charging “\$1,150” an hour, AAA will have required Plaintiff to pay approximately $\$9,462.37 + \$8450.00 + \$2,500 + \$1,000 \text{ per day} = \$21,412.37!!!$

80. If an AAA arbitrator spends just 8 hours on the case--“\$1,150” an hour (\$9,200)--the total would exceed \$30,612.37!!!

81. These fees are outrageous and shock the conscience.

Court Will Violate 4th, 5th, 14th, and 8th Amendment Rights if Grants Defendants Motion

82. Plaintiff has two sources of income: Social Security (less than \$1000 per month) and Royalty payments for book sales. Plaintiff mortgage payments alone are nearly \$1,000 per month. Plaintiff has no

savings accounts, was forced to sell all his stocks (Exhibit 9) because of Amazon's refusal to pay royalties, and now has less than \$5,800 in his Chase Checking Account (Exhibit 18).

83. If (A) the Court grants Defendants unlawful motion, and (B) if Plaintiff's only option is to take out a second mortgage to pay AAA's fees, and (C) if Amazon is not immediately ordered to pay the Plaintiff the \$57,048.31 it owes as of July 2023, Plaintiff will go broke and may lose his home and possessions, and this would be a violation of Plaintiff's *8th Amendment* rights and which prohibits the Court from imposing "cruel" measures; and a violation of the *4th Amendment* guarantee of the "*right of the people to be secure in their persons, houses, papers, and effects*" (see *United States v. Lichenstein*, 610 F.2d 1272, 1276-77 (5th Cir.), cert. denied, 447 U.S. 907 (1980); *United States v. Lange*, 528 F.2d 1280, 1287-89 (5th Cir. 1976); *U.S. v. Evans*, 559 F.2d 244, 246 (5th Cir. 1977), cert. denied, 434 U.S. 1015 (1978); *McClanahan v. United States*, 230 F.2d 919, 924 (5th Cir. 1955), cert. denied, 352 U.S. 824 (1956); *McBride v. United States*, 225 F.2d 249, 255 (5th Cir. 1955); and a violation of Plaintiff's right to due process. Under the incorporation doctrine of the Fourteenth Amendment, the *5th Amendment* right to due process is applicable in Federal, State, and local Civil proceedings (*McCarthy v. Arndstein*, 266 U.S. 34 (1924); *Chicago, B. & Q. Railroad Co. v. Chicago* (1897)).

Amazon's Agreement Does not Govern Five of Plaintiff's Six Causes of Action.

84. Amazon's agreement only pertains to Plaintiff's First Causes of Action, i.e. Breach of Contract (refusal to pay royalties, refusal to post earning reports) and does not govern and has no controlling authority over Plaintiff's other five causes of action:

85. Second Claim & Cause Of Action: Fraud

86. Third Claim & Cause Of Action: Financial Elder Abuse & Fraud:

87. Fourth Claim & Cause Of Action: Negligence

88. Fifth Claim & Cause Of Action: Pain, Suffering & Non-Economic Damages

89. Sixth Claim & Cause Of Action: Breach Of Implied Covenant Of Good Faith And Fair Dealing (Bad Faith): Tort Recovery

MEMORANDUM OF POINTS AND AUTHORITIES:

Laws, Rules Of Evidence, Perjury, False Statements, Fraud Against The Court,

Issue & Terminating Sanctions, Summary Judgment

90. Plaintiff hereby incorporates, as if fully stated herein, all of Plaintiff's Exhibits and all proceeding and preceding paragraphs as if fully stated herein, and Plaintiff's Complaint and Plaintiff's Exhibits as if fully presented and stated herein and which should be considered stated within the following sections.

Rules of Evidence: All of Plaintiff's Exhibits Are Admissible Including Emails, ScreenShots

91. Emails and screenshots are admissible because Plaintiff has authenticated and verified them by declaration and because Plaintiff does not present these exhibits, emails and screenshots as hearsay, but as evidence (*Cal. Evid. Code 1220, Fed R. Evid 801(d)(2)*).

92. Emails may be introduced as evidence as they are self-authenticating, as based on distinguishing features, gmail, email addresses, "appearance, contents, substance, internal patterns or other distinctive characteristics of the item, taken together with the circumstances" (*Fed R. Evid. 901(b)(4) (Untied States v Safavian, 435, 2d, 36, 3940 (D.D.C. 2006)*, rev'd on other grounds *528 F. 3d 957 (D.C. Circ 2008)*).

93. Numerous courts have ruled that without substantial convincing evidence of fakery, that emails must be considered as evidence (*United States v Vonallio 858 F.2d 1427, 1436 (9th Cir. 1988)*, *Savavian, 435, F. Supp. 2d at 3940*). Emails must be admitted as evidence when the writing refers to matters that only the writer would have been aware. (*Evid. Code, § 1421.*)

94. Emails must be admitted as evidence if they are "relevant" (*CA Ev Code § 210 (2022) 210; Fed R. Evid. 402, 403, Cal. Evid. Code 350, 352*). "Relevant evidence" means evidence having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action. (*Enacted by Stats. 1965*). All relevant evidence is admissible. (*Evid. Code, § 350.*) To be "relevant," evidence must have a tendency to prove or disprove any disputed fact, including credibility. (*Evid. Code, § 210.*) All relevant evidence is admissible, except as provided by statute. (*Evid. Code, § 351.*)

95. Emails must be considered as evidence Where " 'the very fact in controversy is whether certain things were said or done and not ... whether these things were true or false, ... in these cases the words or acts are admissible not as hearsay[,] but as original evidence.' " (*1 Witkin, Cal. Evidence (4th ed. 2000) Hearsay, § 31, p. 714.*)

96. Emails must be admitted as evidence as they have been authenticated by this witness-Plaintiff who says that the writing is what I say it is. (*Evid. Code, § 1400 (a).*) (*Evid. Code, § 1411.*). Plaintiff hereby authenticates and verifies that all these emails and exhibits containing emails) are legitimate and have not been tampered with or falsified. Authentication does not involve the truth of the document's content, rather only whether the document is what it is claimed to be. (*City of Vista v. Sutro & Co. (1997)*).

ScreenShots & Computer Records

97. Documents and data including screenshots printed from a computer are considered to be an "original" and are admissible as evidence (*Evid. Code 255.*) Printouts of digital data, including screenshots, are presumed to be accurate representation of the data. (*Evid Code §§ 1552, 1553.*)

98. California state courts have refused to require, as a prerequisite to admission of computer records, testimony on the “acceptability, accuracy, maintenance, and reliability....” such matters may be developed on cross-examination and should not affect the admissibility of the [record] itself.’ (*People v. Lugashi* (1988) 205 Cal.App.3d 632, 642.) (See also *People v. Martinez* (2000) 22 Cal.4th 106, 132.)

99. Screen shots are admissible: “To the extent these images and text are being introduced to show the images and text found on the websites, they are not statements at all—and thus fall outside the ambit of the hearsay rule.” (*Perfect 10, Inc. v. Cybernet Ventures, Inc.* (C.D.Cal.2002) 213 F.Supp.2d 1146, 1155.)

Defendants’ Perjuries are Grounds for Dismissing Defendants Motion and for Granting Plaintiff Issue & Terminating Sanctions and Summary Judgment

100. Plaintiff hereby incorporates, as if fully stated herein, all of Plaintiff’s Exhibits and all proceeding and preceding paragraphs as if fully stated herein, and Plaintiff’s Complaint and Plaintiff’s Exhibits as if fully presented and stated herein and which should be considered stated within the following sections.

101. Defendants have repeatedly committed perjury, suborned perjury, and incorporated a false document-declaration as material fact. Defendants have falsely claimed in their motion that Plaintiff’s banks have refused payment, and then admitted that Amazon voluntarily placed a hold on Plaintiff’s payments despite the fact that all account and routing information is correct, and had been correct for 11 years and despite Plaintiff’s repeated demands for these funds by check.

102. Defendants have committed perjury by falsely claiming in their motion that Plaintiff refused to delete and re-insert banking information when Defendants lawyers admit Plaintiff has repeatedly done so. And they committed these perjuries so as to blame Plaintiff, when Defendants attorneys repeatedly documented that Plaintiff had repeatedly followed these instructions but to no avail, because Defendants have voluntarily placed a hold on his payments.

103. Defendants have committed perjury by falsely claiming Plaintiff has not provided Amazon with his name and address, when this information has been on file since 2011 (and his SS#) since 2013 and is present now on the Amazon website.

104. Defendants have committed perjury by falsely claiming they can’t send Plaintiff a check because they do not know his name and address.

105. Defendants have committed perjury by falsely claiming that Amazon’s Terms and Condition require Arbitration, when in fact, these Terms and Conditions explicitly authorized Plaintiff to file suit.

106. Defendants have committed perjury by falsely presenting as an Exhibit, an obsolete document dated July 1, 2021, that they claim requires Plaintiff to agree to Arbitration when that Exhibit makes no

reference to arbitration, there is no proof this Plaintiff agreed to that document; and, when in fact lawsuits in Court are permissible, and when Amazon repudiated requirements for Arbitration three weeks after that document dated July 1, 2021; and Amazon now requires disputes to be heard in Federal Court.

107. Defendants have sought to commit Fraud Against the Court, by suborning perjury, presenting “Terms and Agreements” repudiated by Amazon, and failing to tell the Court that Amazon asked Plaintiff not to pursue arbitration after he filed, and failing to inform the Court that Amazon promised to settle, to pay his past due royalties and to refund to Plaintiff his filing fees if he ceased to pursue arbitration.

108. Defendants have suborned perjury and committed perjury--as defined by *18 USC 1621; 18 USC 1623, CPC 115 PC, 118 PC, 127 PC; CALCRIM 2640*-- and this is grounds for dismissing their motion in its entirety and awarding Plaintiff “issue” and “terminating” sanctions and Summary Judgement.

108. Perjury is defined in federal law as "false testimony concerning a material matter with the willful intent to provide false testimony, rather than as a result of confusion, mistake, or faulty memory." *United States v. Dunnigan, 507 U.S. 87, 94, 113 S.Ct. 1111 (1993)* (see also *18 U.S.C. § 1621*). Specifically, *18 USC 1621* covers perjuries committed and false affidavits filed in a wide variety of Federal proceedings. In addition *18 USC 1623* defines false declarations very broadly and includes perjuries in judicially related proceedings. *California Penal Code 118 PC* also describes perjury as knowingly providing false testimony while under oath, which is a felony offense punishable by up to four years in jail.

109. Defendants false statements also meet all the criteria for perjury pursuant to *CALCRIM 2640*. Defendants Amazon provided the Court with a false and perjured declaration by Amazon employee Orellana who (A) took an oath to truthfully testify, (B) willingly stated information was true when they knew it was false, (C) knew they were making a false statement while under oath, (D) had intent to falsely testify when making statement, (E) false information given was material matter.

110. Moreover, Defendants incorporated this perjured document in their motion as representing material facts, when the document is false and fraudulent. Thus, Defendants are also guilty of *Penal Code 115 PC* - filing false documents, and *Penal Code 127 PC* – suborning perjury; and *Fraud against the Court*.

111. Defendants filing of false documents, suborning perjury, and offering perjured testimony as a defense, are grounds for terminating sanctions, based on based on the inherent authority of the court, according to (1). *Fed. R. Civ. P. Rule 11* (2) *Fed. R. Civ. P. 37 4. 28 U.S.C. § 1927; Arnold v. Cnty. of El Dorado, No. 2:10-cv-3119 KJM GGH PS, (3) E.D. Cal. Aug. 8, 2012 (4) Rule 11*.

112. Clearly, committing perjury is acting in "bad faith." "Dismissal is an appropriate sanction [T]he court's inherent powers can be called upon to redress such mendacity.... Falsifying evidence is grounds

for the imposition of the sanction of dismissal.... There need be no look at the merits of a lawsuit if material, substantial perjury is found” (*Combs v. Rockwell Inter. Corp.*, 927 F.2d 486, 488, 489 (9th Cir. 1991). Id at 489. As stated in *Valley Engineers Inc. v Electric Engineering Co.*, 158 F.3d at 1058: "True facts must be the foundation for any just result."

113. As detailed in *Montano v. City of Chicago*, 535 F.3d 558, 564 (7th Cir. 2008), when a party falsely testifies to a fact material to the substance of a litigation, such is anathema to the function of the courts. Rather, perjury on any material fact strikes at the core of the judicial function and warrants a dismissal of one's right to participate at all in the truth seeking process. If one can be punished for perjury with up to five years imprisonment, 18 U.S.C. § 1621, it should not seem out of place that a civil action might be dismissed for the same conduct, i.e. perjury (See also *Brown v. Oil States Skagit Smatco*, 664 F.3d 71 (5th Cir. 2011); *Anheuser-Busch, Inc. v. Natural Beverage Distributors*, 69 F.3d 337, 348 (9th Cir. 1995); *Thomas v. General Motors Acceptance Corp.*, 288 F.3d 305, 306-07 (7th Cir. 2002); *Chavez v. City of Albuquerque*, 402 F.3d 1039 (10th Cir. 2005); *Allen v. Chicago Transit Auth.*, 317 F.3d 696, 703 (7th Cir. 2003); *Pope v. Federal Exp. Corp.*, 974 F.2d 982 (8th Cir. 1992).

Defendants Commit Fraud Against the Court: FRCP 60(d)(3)

114. Plaintiff hereby incorporates, as if fully stated herein, all of Plaintiff's Exhibits and all proceeding and preceding paragraphs as if fully stated herein, and Plaintiff's Complaint and Plaintiff's Exhibits as if fully presented and stated herein and which should be considered stated within the following sections.

115. Defendants have committed *Fraud against the Court* and have repeatedly committed perjury, suborned perjury, and incorporated a false document-declaration as material fact.

116. *Fraud against the Court* is generally defined as fraud "directed to the judicial machinery itself..." (*Robinson v. Audi Aktiengesellschaft*, 56 F.3d 1259, 1266 (10th Cir. 1995). Federal courts have held there is "fraud on the court... where it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party's claim"(*Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989)

117. Pursuant to *FRCP 60(d)(3)* Plaintiff Rhawn Joseph, moves the District Court to order default and *Summary Judgements* against Defendants Amazon for *Fraud against the Court*, i.e. (A) For suborning perjury, (B) for filing perjured testimony, a false document/declaration masquerading as material facts, (C) for incorporating and incorporating perjured and suborned perjuries masquerading as material facts in their motion, (D) for fraudulently blaming Plaintiff and Plaintiff's bank for Amazon's admitted policy of

voluntarily withholding Plaintiff's royalty payments since April of 2022, (E) for falsely claiming Plaintiff refused their instructions to delete and re-enter banking information when four different emails from Defendants lawyers prove otherwise, (F) For falsely claiming Plaintiff's banking information was incorrect and that the bank was refusing deposits, when in fact, the information was and is correct and had been correct since 2011 and when, as Defendants admit, it was a policy they adopted in regard to Plaintiff account to withhold payments by direct deposit or by check. (G) For falsely claiming that Amazon's Terms and Condition require Arbitration as the only option for resolving disputes when Amazon's Terms and Condition in fact authorized the filing of lawsuits in court. (H) For failing to disclose that Amazon had nullified and abandoned demands for disputes to be resolved by arbitration, and (I) for filing outdated Terms and Conditions dated July 1, 2021, that had been repudiated by Amazon on or about July 22-28, 2021 (J) For making false claims about the AAA's affordability and how it is to Plaintiff's advantage to allow AAA--a known scammer organization--to charge Plaintiff up to and possibly much more than \$30,000 to arbitrate. (K) For failing to reveal that Amazon had repeatedly requested that Plaintiff abandon arbitration after he filed and promised to refund his filing fees and to pay his royalties if he settled privately with Amazon--only to refuse to do so. (L) For failing to disclose that Amazon now requires disputes to be filed in Federal Court, and attempting to trick the Court into granting their perjured motion and to violate Plaintiffs 4th, 5th, 8th, and 14th Amendment Rights.

118. The Court has a legal obligation and the authority to grant Plaintiff's motion for Summary Judgment and is authorized to order default and dismiss Defendant's motion according to the Advisory's Committee's discussion of *Rule 60(d)(3)*: "under the saving clause, fraud may be urged as a ground for relief... And the rule expressly does not limit the power of the court . . . to give relief under the savings clause. (see *Hazel-Atlas Glass Co. v. Hartford Empire Co.* [322 U.S. 238 (1944)]."

119. Courts have the inherent authority to enter a default judgement and to default a litigant who has committed *Fraud against the Court* and corrupts the judicial process (*See Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1119 (1st Cir. 1989); *Combs v. Rockwell Int'l Corp.*, 927 F.2d 486, 488 (9th Cir. 1991); *Brockton Sav. Bank v. Peat, Marwick, Mitchell & Co.*, 771 F.2d 5, 11-12 (1st Cir. 1985); *Wyle v. R.J. Reynolds Indus., Inc.*, 709 F.2d 585, 589 (9th Cir. 1983); *Eppes v. Snowden*, 656 F. Supp. 1267, 1279 (E.D. Ky. 1986); *Rockdale Mgmt. Co. v. Shawmut Bank, N.A.*, 638 N.E.2d 29, 31 (Mass. 1994).

120. Plaintiff Rhawn Joseph provides Exhibits and refers to Exhibits and the declaration of Orellana to document that Defendants committed perjury, suborned perjury, filed false documents, misled the court, falsified evidence and filed and incorporated perjured testimony made under oath, and this

constitutes *Fraud against the Court* (*Estate of Adams v. Fallini*, No. CV 24539 (Nev. 5th Dist. Ct. Aug. 6, 2014), at 1 at 3 at 6 at 7); *Kupferman v Consolidated Research Mfg., Corp.*, 459 F.2d 1072, 1078 (2nd Cir. 1972); *H.K. Porter Co. v. Goodyear Tire & Rubber Co.*, 536 F.2d 1115, 1119 (6th Cir. 1976).

121. Defendants Amazon entered in a conspiracy with their attorneys, and their employees, to commit fraud (18 U.S.C. § 241) and these Defendants committed fraud (18 U.S.C. § 1546), and sought to and have perverted and obstructed justice and have committed the tort of fraud (18 U.S. Code § 1001; New York CVP Article 30, R3016, NYPL Article 190); and they have committed fraud against the Court (FRCP 60(d)(3), and for committed fraud and hoaxes (18 U.S. Code § 1038; 18 U.S. Code § 1031; New York CVP Article 30, R3016, NYPL Article 190)(FRCP 60(d)(3).

122. This *Fraud against the Court* was directed and supervised by Amazon's attorneys. Amazon, via its employees and attorneys, actively participated in this fraud, and Amazon's attorneys knowingly perpetrated this fraud as it was these attorneys who suborned and then incorporated the perjured testimony and perjured declaration of Orellana when their own emails document they knew he was lying.

123. In *Kupferman v. Consolidated Research & Manufacturing Corp*, the court stated that [w]hile an attorney "should represent his client with singular loyalty that loyalty obviously does not demand that he act dishonestly or fraudulently; on the contrary his loyalty to the court, as an officer thereof, demands integrity and honest dealing with the court." And when he departs from that standard in the conduct of a case he perpetrates a *Fraud upon the Court*. (459 F.2d 1072 (2d Cir. 1972); *Id.* at 1078 (internal citation omitted); see also *H.K. Porter Co. v. Goodyear Tire & Rubber Co.*, 536 F.2d 1115, 1119 (6th Cir. 1976).

124. The Fifth District Court, in addressing *Fraud on the Court* focused on the offenders lawyer: "as an officer of the court, [he] had a duty to not mislead the court or fail to correct a misrepresentation... dishonesty of any attorney is so damaging on courts and litigants that it is considered fraud upon the court" and "An officer of the court perpetrates fraud on the court a) through an act that is calculated to mislead the court or b) by failing to correct a misrepresentation or re-tract false evidence submitted to the court." (*Estate of Adams v. Fallini*, No. CV 24539 (Nev. 5th Dist. Ct. Aug. 6, 2014), at 1 at 3 at 6 at 7).

125. The Courts have relied on its own inherent authority, as well as Federal Rules outside of Rule 60(d)(3), such as Rule 11 to enter a default judgement and to default a litigant who has committed fraud against the court and corrupts the judicial process (See *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1119 (1st Cir. 1989); *Combs v. Rockwell Int'l Corp.*, 927 F.2d 486, 488 (9th Cir. 1991); *Brockton Sav. Bank v. Peat, Marwick, Mitchell & Co.*, 771 F.2d 5, 11–12 (1st Cir. 1985); *Wyle v. R.J. Reynolds Indus., Inc.*, 709 F.2d 585, 589 (9th Cir. 1983); *Eppes v. Snowden*, 656 F. Supp. 1267, 1279 (E.D. Ky. 1986);

Rockdale Mgmt. Co. v. Shawmut Bank, N.A., 638 N.E.2d 29, 31 (Mass. 1994).

126. FRCP 60(d)(3), also authorizes the Court to provide Plaintiff relief and to rule Defendants are in default and to issue summary judgment, based on its own motion, and without notice, for fraud on the court, and to issue summary judgment in favor of Plaintiff on all six counts as detailed in this case.

“Issue” and “Terminating” Sanctions, Default Judgment Against Amazon Mandated by Law.

127. Plaintiff hereby incorporates, as if fully stated herein, all proceeding and preceding paragraphs and exhibits as if fully stated herein, and Plaintiff’s Complaint on file with the Court as if fully stated herein.

128. Pursuant to *CCP § 2030.300(a)(1)(3) and CCP § 2023.030(b) § 2023.030(d)(4), CCP § 2033(d)*, the Court must impose “issue” and “terminating” sanctions against Defendants Amazon.

129. Pursuant to *CCP § 2030.300(a)(1)(3) and CCP § 2023.030(b)* the Court must impose (A) “issue” sanctions ordering that Plaintiff’s allegations and designated facts shall be established in the action in accordance with the claims of Plaintiff who has been adversely affected and (B) issue an order prohibiting Defendants from opposing Plaintiff’s designated claims as is common in these cases (see also *Zorro Inv. Co. v. Great Pacific Securities Corp.*, 69 Cal.App.3d 907, 910 (Cal. Ct. App. 1977)).

130. Pursuant to Section *CCP § 2023.030(d)(4) and § 2033(d)*, Plaintiff moves the court to issue terminating sanctions (default) against Defendant a judgment by default against Defendants.

131. *CCP § 2023.030* gives the court discretion to award issue, evidentiary and/or terminating sanctions. Defendants withheld material facts and information, failed to provide up-to-date records, filed incomplete records to mislead the Court. California Courts have held that a reasonable fact finder should infer that any failure to produce evidence should be viewed by as evidence “‘of the fact of guilt itself.’” (*People v. Wong* (1973) 35 Cal.App.3d 812, 831; see *People v. Jones* (2018) 26 Cal.App.5th 420, 441).

132. Pursuant to *CCP § 2033*, Defendant has not denied or disproved but instead has admitted that after 11 years of successful payments Amazon began withholding most but not all royalty payments and have refused to pay electronically or by check. Moreover, Amazon deleted all royalty records from November 22 to the present, and deleted an additional four months of royalty records from 2022.

133. Amazon breached its contract, caused damages and these facts must be “deemed admitted” (see *Zorro Inv. Co. v. Great Pacific Securities Corp.*, 69 Cal.App.3d 907, 910 (Cal. Ct. App. 1977));

134. Plaintiff has given notice and thus pursuant to the mandatory notice procedures set forth in the *Rule 11(c)(2)* Plaintiff is moving the Court to grant Plaintiff “Issue” and “Terminating” Sanctions.

Court Must Grant Plaintiff Summary Judgment

135. The Defendants have no defense and have admitted they breached their contract and terms and conditions arbitrarily and without any justification; i.e. refusing to pay by direct deposit or by check past due royalties, and deleting 14 months of royalty records. A motion for summary judgment should be granted when “all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” (*Hampton v. County of San Diego* (2015) 62 Cal.4th 340, 347.) “A plaintiff or cross-complainant has met his or her burden of showing that there is no defense to a cause of action if that party has proved each element of the cause of action entitling the party to judgment on the cause of action.” (*Code Civ. Proc.*, § 437c, subd. (p)(1).) If Plaintiffs meet that burden, “the burden shifts to the defendant . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (*Ibid.*) A defendant cannot merely rely on the allegations or denials in its pleadings to show that a triable issue of fact exists. (*Ibid.*)

136. Plaintiff has detailed verified material facts (supported by Exhibits, declarations, emails, as well as documents filed by the Defendants) that cannot be disproved but only denied by the Defendant; and denial is not sufficient to defeat a Motion for Summary Judgment (*Hampton v. County of San Diego* (2015) 62 Cal.4th 340, 347; *Code Civ. Proc.*, § 437c, subd. (p)(1).)

137. Plaintiff is entitled to Summary Judgment based on Defendants perjuries, frauds against the Court, and the now established fact that they have no defense and admit to withholding and refusing to pay Plaintiff his royalties.

Respectfully submitted

Dated: 10/28/23

/s/Rhawn Joseph, Ph.D.

Plaintiff's Declaration, Authentication, Verification: Plaintiff Authenticates All Exhibits, Emails & Screen Shots

Plaintiff swears, verifies and authenticates, by penalty of perjury of the state of California and the U.S. Federal Government that all emails, screen shots, exhibits, and documents presented made by and filed by the Plaintiff are legitimate and have not been altered or tampered with other than to place markings to indicate relevant passages.

Plaintiff swears, verifies, and authenticates, by penalty of perjury of the state of California and the Federal Government that all proceeding and preceding paragraphs and every statement and allegation made by Plaintiff in the Pleadings and in this Motion and this Opposition are true and accurate as based on knowledge and belief.

/s/Rhawn Joseph, Ph.D.

Dated: 10/28/23

EXHIBIT 1

Exhibit 1: KDP Stops Making Payments after 4/14/2023. Deletes Records & Makes no Payment from 4/15 to 6/28, and from 6/20 to 9/20. “Failed” to Make Payments From 9/29/2022 Onward

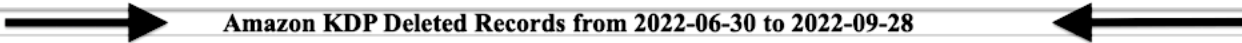

<u>Payment Number</u>	<u>Marketplace</u>	<u>Payment Status</u>	<u>Payment Date</u>	<u>Payment Method</u>	<u>Net Earnings</u>	<u>FX Rate</u>
> 223132438	Amazon.es	Failed	2022-09-29	EFT	EUR 191.77	0.9561
> 223369947	Amazon.co.uk	Failed	2022-09-29	EFT	GBP 703.37	1.0638
> 222635223	Amazon.co.jp	Failed	2022-09-29	EFT	JPY 8823.00	0.0069
> 223109984	Amazon.com	Failed	2022-09-29	EFT	USD 5236.58	N/A
> 223081372	Amazon.fr	Failed	2022-09-29	EFT	EUR 128.95	0.9562
 Amazon KDP Deleted Records from 2022-06-30 to 2022-09-28						
> 210455496	Amazon.nl	Paid	2022-06-29	EFT	EUR 13.08	1.0543
 Amazon KDP Deleted Records from 2022-04-15 to 2022-06-28						
> 201817429	Amazon.de	Paid	2022-04-14	EFT	EUR 5.14	1.0798
> 199537089	Amazon.com	Paid	2022-03-29	EFT	USD 991.94	N/A
> 199693721	Amazon.co.uk	Paid	2022-03-29	EFT	GBP 204.49	1.3080
> 199375167	Amazon.it	Paid	2022-03-29	EFT	EUR 54.55	1.0939

EXHIBIT 2

Exhibit 2: KDP Has Been Successfully Making Royalty Deposits to the Same Bank of America Account of Plaintiff Since January of 2014. Inexplicably, KDP Began Refusing to Make Deposits to this Same Account in April of 2022 (see Tables 1 and 2, Exhibits A and B).

Payments

This report includes information about your payments. [Learn more about the Payment report.](#)

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All Marketplaces

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	Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate	Payout Amount
>	11255901	Amazon.de	Paid	2014-02-18	EFT	EUR 19.47	1.3267	USD 25.83
>	10562162	Amazon.ca	Paid	2014-01-30	EFT	CAD 72.10	0.9183	USD 66.21
>	10505777	Amazon.co.uk	Paid	2014-01-30	EFT	GBP 55.93	1.5564	USD 87.05
>	10648213	Amazon.com	Paid	2014-01-30	EFT	USD 1166.42	N/A	USD 1166.42
>	10423642	Amazon.de	Paid	2014-01-30	EFT	EUR 11.20	1.3071	USD 14.64
>	10412347	Amazon.it	Paid	2014-01-30	EFT	EUR 5.09	1.2927	USD 6.58
>	10589468	Amazon.co.jp	Paid	2014-01-30	EFT	JPY 469.00	0.0097	USD 4.55

1237 Results << < 1 2 3 ... 122 123 124 > >>

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EXHIBIT 3

Exhibit 3. KDP Stopped Posting Plaintiff's Earnings and Royalty Reports in April of 2023**Payments**

This report includes information about your payments. [Learn more about the Payment report.](#)

Marketplace	Sales period	Status				
All Marketplaces	All Sales Periods	All Statuses				
			Download report			
Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
> 252141072	Amazon.se	Failed	2023-04-29	EFT	SEK 107.28	0.0965
> 252702480	Amazon.it	Failed	2023-04-29	EFT	EUR 11.62	1.0947
> 248413022	Amazon.it	Paid	2023-03-29	EFT	EUR 38.40	1.0820
> 243682434	Amazon.se	Paid	2023-02-28	EFT	SEK 107.28	0.0955
> 244277743	Amazon.fr	Failed	2023-02-28	EFT	EUR 1.48	1.0541
> 244301326	Amazon.it	Paid	2023-02-28	EFT	EUR 40.73	1.0560
> 240102522	Amazon.fr	Paid	2023-01-29	EFT	EUR 36.80	1.0848
> 240172515	Amazon.it	Paid	2023-01-29	EFT	EUR 15.09	1.0848
> 239702566	Amazon.nl	Failed	2023-01-29	EFT	EUR 50.07	1.0849
> 237959259	Amazon.it	Paid	2023-01-14	EFT	EUR 76.36	1.0801

1237 Results << < 1 2 3 ... 122 123 124 > >>

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EXHIBIT 4

Exhibit 4 page 1. KDP Failed vs Paid Royalty Payments from April 2022 to April 2023

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All Sales Periods

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	Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
>	252141072	Amazon.se	Failed	2023-04-29	EFT	SEK 107.28	0.0965
>	252702480	Amazon.it	Failed	2023-04-29	EFT	EUR 11.62	1.0947
>	248413022	Amazon.it	Paid	2023-03-29	EFT	EUR 38.40	1.0820
>	243682434	Amazon.se	Paid	2023-02-28	EFT	SEK 107.28	0.0955
>	244277743	Amazon.fr	Failed	2023-02-28	EFT	EUR 1.48	1.0541
>	244301326	Amazon.it	Paid	2023-02-28	EFT	EUR 40.73	1.0560
>	240102522	Amazon.fr	Paid	2023-01-29	EFT	EUR 36.80	1.0848
>	240172515	Amazon.it	Paid	2023-01-29	EFT	EUR 15.09	1.0848
>	239702566	Amazon.nl	Failed	2023-01-29	EFT	EUR 50.07	1.0849
>	237959259	Amazon.it	Paid	2023-01-14	EFT	EUR 76.36	1.0801

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Exhibit 4 page 2. KDP Failed vs Paid Royalty Payments from April 2022 to April 2023

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All Sales Periods

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	Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
>	237957113	Amazon.com	Failed	2023-01-14	EFT	USD 7315.76	N/A
>	237957422	Amazon.fr	Paid	2023-01-14	EFT	EUR 138.56	1.0801
>	238119315	Amazon.in	Failed	2023-01-07	EFT	INR 5165.15	0.0127
>	238112054	Amazon.com.br	Failed	2023-01-07	EFT	BRL 256.47	0.1945
>	236102750	Amazon.ca	Failed	2022-12-29	EFT	CAD 101.79	0.7387
>	235389977	Amazon.com.au	Failed	2022-12-29	EFT	AUD 59.39	0.6772
>	235194868	Amazon.com.mx	Failed	2022-12-29	EFT	MXN 13.12	0.0511
>	235102035	Amazon.pl	Failed	2022-12-29	EFT	PLN 61.79	0.2258
>	235948564	Amazon.co.uk	Paid	2022-12-29	EFT	GBP 40.73	1.2053
>	235226545	Amazon.co.jp	Paid	2022-12-29	EFT	JPY 507.00	0.0075

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Exhibit 4 page 3. KDP Failed vs Paid Royalty Payments from April 2022 to April 2023

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	Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
>	236045268	Amazon.de	Failed	2022-12-29	EFT	EUR 128.32	1.0620
>	232998283	Amazon.com.mx	Paid	2022-12-02	EFT	MXN 296.87	0.0517
>	232887727	Amazon.it	Failed	2022-12-02	EFT	EUR 71.82	1.0507
>	232889764	Amazon.co.uk	Paid	2022-12-02	EFT	GBP 895.67	1.2269
>	232998395	Amazon.co.jp	Paid	2022-12-02	EFT	JPY 9512.00	0.0074
>	233005256	Amazon.in	Failed	2022-12-02	EFT	INR 4409.05	0.0128
>	232996925	Amazon.com.au	Paid	2022-12-02	EFT	AUD 85.59	0.6765
>	232997156	Amazon.com	Failed	2022-12-02	EFT	USD 6673.69	N/A
>	232884025	Amazon.fr	Failed	2022-12-02	EFT	EUR 133.21	1.0507
>	232996780	Amazon.com.br	Failed	2022-12-02	EFT	BRL 198.52	0.1947

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Exhibit 4 page 4. KDP Failed vs Paid Royalty Payments from April 2022 to April 2023

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Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
> 232887592	Amazon.es	Paid	2022-12-02	EFT	EUR 219.63	1.0506
> 232889373	Amazon.de	Paid	2022-12-02	EFT	EUR 867.95	1.0506
> 233000598	Amazon.ca	Paid	2022-12-02	EFT	CAD 825.83	0.7418
> 223151976	Amazon.it	Failed	2022-09-29	EFT	EUR 62.74	0.9562
> 222561288	Amazon.com.mx	Failed	2022-09-29	EFT	MXN 296.87	0.0491
> 223488789	Amazon.ca	Failed	2022-09-29	EFT	CAD 685.76	0.7274
> 222539917	Amazon.in	Failed	2022-09-29	EFT	INR 3282.32	0.0129
> 223403426	Amazon.de	Failed	2022-09-29	EFT	EUR 564.92	0.9562
> 222765011	Amazon.com.au	Failed	2022-09-29	EFT	AUD 47.82	0.6412
> 222512236	Amazon.com.br	Failed	2022-09-29	EFT	BRL 97.58	0.1996

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Exhibit 4 page 5. KDP Failed vs Paid Royalty Payments from April 2022 to April 2023

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	Payment Number	Marketplace	Payment Status	Payment Date	Payment Method	Net Earnings	FX Rate
>	223132438	Amazon.es	Failed	2022-09-29	EFT	EUR 191.77	0.9561
>	223369947	Amazon.co.uk	Failed	2022-09-29	EFT	GBP 703.37	1.0638
>	222635223	Amazon.co.jp	Failed	2022-09-29	EFT	JPY 8823.00	0.0069
>	223109984	Amazon.com	Failed	2022-09-29	EFT	USD 5236.58	N/A
>	223081372	Amazon.fr	Failed	2022-09-29	EFT	EUR 128.95	0.9562
Amazon KDP Deleted Records from 2022-06-30 to 2022-09-28							
>	210455496	Amazon.nl	Paid	2022-06-29	EFT	EUR 13.08	1.0543
Amazon KDP Deleted Records from 2022-04-15 to 2022-06-28							
>	201817429	Amazon.de	Paid	2022-04-14	EFT	EUR 5.14	1.0798
>	199537089	Amazon.com	Paid	2022-03-29	EFT	USD 991.94	N/A
>	199693721	Amazon.co.uk	Paid	2022-03-29	EFT	GBP 204.49	1.3080
>	199375167	Amazon.it	Paid	2022-03-29	EFT	EUR 54.55	1.0939

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EXHIBIT 5

Exhibit 5. Example of KDP Email Announcing Pending Successful Payment



Rhawn Joseph <deardoctordjoseph@gmail.com>

KDP Royalty Payment Notification - RHAWN JOSEPH(EBKRR) - 252141072

Amazon Accounts Payable <noreply@amazon.com>

Thu, Apr 20, 2023 at 2:21 PM

Reply-To: noreply@amazon.com

To: ~WF_ADHOC-438157346 <BOOKORDERS@cosmology.com>

This royalty payment notification is for Kindle Direct Publishing (KDP) sales recorded in the SE Kindle Store. Payment will be made to your bank account and should appear in your available balance within 2 to 5 business days after the Payment Date. Details of the payment will be available on the Payment Report (<https://kdp.amazon.com/self-publishing/reports>) after it has been processed by your bank.

If your KDP account is registered on the KDP Japan site, you can check your Payment report at <https://kdp.amazon.co.jp/self-publishing/reports>.

Payment made to: RHAWN JOSEPH(EBKRR)
Payment number: 252141072
Payment date: 29-APR-2023

*****PLEASE DO NOT RESPOND TO THIS EMAIL*****

EXHIBIT 6

Exhibit 6. Example of KDP Fraudulent Email Announcing “Failure” to Make Payment



Rhawn Joseph <deardoctorseph@gmail.com>

Important: KDP Failed Payment Notification

KDP Customer Support <support+5003n00002fnFPBAA2@kdp-support.amazon.com> Tue, Apr 11, 2023 at 1:54 PM
Reply-To: KDP Customer Support <support+5003n00002fnFPBAA2@kdp-support.amazon.com>
To: bookorders@cosmology.com

Hello,

We received a failure notification when attempting to pay your KDP royalties. To receive your payment, you'll need to update your bank information in the following marketplaces:

Amazon.fr

*We recommend updating your banking details in all marketplaces.

To help identify your identity, we added “date of birth” field in your account. Please add a date of birth in your KDP account when updating your banking details. To update your banking details and add a date of birth, you can follow the instructions on our Help article: <https://kdp.amazon.com/help/topic/GUFL3496V6U2ESA7>. If your tax classification is a business, add the date of incorporation instead.

After you update your banking details, we will review your updates. No further action or confirmation is required from you at this time. If we can verify your information, we will remove any associated payment hold. We'll attempt to pay your royalties using your updated bank information in the next payment cycle. You can check the KDP payment schedule here: <https://kdp.amazon.com/help/topic/G200641050#schedule>. Please note if you've corrected your bank information within the last three business days, you can disregard this email.

To learn more about adding a bank account, check our Help article:
https://kdp.amazon.com/help/topic/G200641050#add_bank

To check your payment status on the KDP report, visit <https://kdp.amazon.com/reports-new>

Regards,
The Kindle Direct Publishing team

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EXHIBIT 7

Exhibit 7 Amazon Conditions 5.4.2 & 5.4.7

Exhibit 7 Amazon's Terms-Conditions 5.4.2 / 5.4.7

party that made the sale (or whose affiliate made the sale) will pay you the applicable Royalty set forth in the [Digital Book Pricing Page](#) or [Print Book Pricing Page](#), as applicable, net of refunds, bad debt, and any VAT, sales or other taxes charged to a customer or applied with respect to sales to a customer. If your List Price for a Book is higher than permitted under the [Digital Book Pricing Page](#) or [Print Book Pricing Page](#), as applicable, we will be entitled to deem it modified so that it is equal to the maximum List Price permitted when calculating Royalties due to you under this Agreement.

5.4.2 When We Pay You. Unless otherwise specified in [Digital Book Pricing Page](#) or [Print Book Pricing Page](#), each Amazon party will pay Royalties due on Book sales approximately 60 days following the end of the calendar month during which the sales were made. At the time of payment, we will make available to you an online report detailing sales of Books and corresponding Royalties.

5.4.3 Payment Currencies. If you change your payment currency, the change will be effective on the first day of the following calendar month (unless we make an earlier period available). If we pay you in a currency other than the Sale Currency, we will convert the Royalties due from the Sale Currency to the payment currency at an exchange rate we determine, which will be inclusive of all fees and charges for the conversion.

5.4.4 Payment Terms for Brazilian Publishers. If you are a publisher located in Brazil, you must provide us with a Brazilian bank account. Upon providing us with that bank account information, we will pay you Royalties for sales made from amazon.com.br in Brazilian Reais. For sales other than sales from amazon.com.br, you may elect to receive payment in another payment currency. If you fail to provide us with a Brazilian bank account, you will be deemed to have instructed us to convert the Royalties due from sales from amazon.com.br to an alternative payment currency and remit those Royalties to the bank account you have provided to us.

5.4.5 Payments made by Amazon Brazil. Payments made by Amazon Serviços de Varejo do Brasil Ltda. will have the following tax nature:

- When the beneficiary of the payment (individual or legal entity) is not the author or creator of a Book and is remunerated for exploiting the copyright of that Book listed on amazon.com.br, the payment is considered a royalty.
- When the beneficiary of the payment (individual or legal entity) is the author or creator of a Book and is remunerated for exploiting the copyright of that Book listed on amazon.com.br, the payment is considered a copyright.

5.4.6 Payment Policies. We may require you to provide certain information or to register a valid bank account in your KDP account in order to receive Royalty payments. If you fail to provide that information or if the information you provide is incomplete or inaccurate, we will not be obligated to make Royalty payments to you until we determine that the information has been provided or updated accordingly. We may establish other payment policies from time to time, such as minimum payment amounts for different payment methods and check fees.

5.4.7 Payment Disputes. You may not bring a suit or other legal proceeding against us with regard to any statement unless you bring it within six months after the date the statement is available. Any such proceeding will be limited to a determination of the amount of monies, if any, payable by us to you for the accounting periods in question, and your sole remedy will be the recovery of those monies with no interest.

5.4.8 Offsets, etc. We can withhold Royalties and offset them against future payments as indicated below. Our exercise of these rights does not limit other rights we may have to withhold or offset Royalties or exercise other remedies.

- If we pay you a Royalty on a sale and later issue a refund, return, or credit for that sale, we may offset the amount of the Royalty previously paid for the sale against future Royalties, or require you to remit that amount to us.
- If a third party asserts that you did not have all rights required to make one of your Books available through the Program, we may hold all Royalties due to you until we reasonably determine the validity of the third party claim. If we determine that you did not have all of those rights or that you have otherwise breached your representations and warranties or our [Content Guidelines](#) with regard to a Book, we will not owe you Royalties for that Book and we may offset any of those Royalties that were previously paid against future Royalties, or require you to remit them to us.
- Upon termination of this Agreement, we may withhold all Royalties due for a period of three months from the date they would otherwise be payable in order to ensure our ability to off-set any refunds or other offsets we are entitled to take against the Royalties.
- If we terminate this Agreement because you have breached your representations and warranties or our [Content Guidelines](#), you forfeit all Royalties not yet paid to you. If after we have terminated your account you open a new account without our express permission, we will not owe you any Royalties through the new account.
- If we determine in our sole discretion that deceptive, fraudulent, or illegal activity has occurred with respect to your Books or your Program account, then we may permanently withhold payments to you, and we may offset any payments previously paid against future payments or require you to remit them to us. We will use these funds to offset the costs of Amazon's enforcement efforts and/or to compensate third parties harmed by deceptive, fraudulent, or illegal conduct.

5.4.9 Taxes. The Amazon parties (or their affiliates) are responsible for collecting and remitting any and all taxes imposed on their respective sales of Books to customers. You are responsible for any income or other taxes due and payable resulting from payments to you by an Amazon party under this Agreement. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. The Amazon parties maintain the right, however, to deduct or withhold any and all applicable taxes from amounts due by them to you, and the amounts due, as reduced by those deductions or withholdings, will constitute full payment and settlement to you.

5.5 Grant of Rights. You grant to each Amazon party, throughout the term of this Agreement, a nonexclusive, irrevocable, right and license to print (on-

EXHIBIT 8

Exhibit 8



Rhawn Joseph <deardactorjoseph@gmail.com>

Order Confirmation

American Arbitration Association, Inc. <noreply@elavon.com>
 Reply-To: CORPFINANCE@adr.org
 To: DearDoctorJoseph@gmail.com

Wed, Jul 26, 2023 at 2:54 PM

\$957.37 USD

07/26/2023 05:54:07 PM

American Arbitration Association, Inc.

Your payment has been approved

Thank you for your recent payment to American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271](#), CORPFINANCE@ADR.ORG. Please keep this receipt for your files in the event you need to contact American Arbitration Assoc about your payment.

Payment

VISA 41*****1254

Transaction ID

260723C1D-4D60C4BF-02B5-4A32-A888-019513E750D8

Approval Code

02239C

ECI

Amount

\$925.00 USD

Credit Surcharge

\$32.37 USD

Total of all charges and fees

\$957.37 USD

Thank you for your recent payment to American Arbitration Association. Please keep this receipt for your files in the event you need to contact American Arbitration Association about your payment.

American Arbitration Association

New York, NY 10271

US

Please remember that this payment using a credit card includes a surcharge. There is no processing fee for eCheck and debit card payments. All surcharge inquiries should be directed to American Arbitration Association Customer Service at 800-778-7879 or customerservice@adr.org.

Total

\$957.37 USD

Please remember that this payment using a credit card includes a Surcharge charged by American Arbitration Assoc. **There is no surcharge for debit card payments.**

All Surcharge inquiries should be directed to: American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271](#), CORPFINANCE@ADR.ORG.

Terms and Conditions

Elavon is a third party payment processor engaged by the biller to process online credit and debit card bill payments. The biller may charge you a credit card Surcharge for your use of the Elavon Hosted Web Page payment service to

Exhibit 8A Payment to AAA

FILE ONLINE

Welcome to File Online



AMERICAN ARBITRATION ASSOCIATION®

[Home](#)

THANK YOU!

YOUR AAA CASE NUMBER : 01-23-0003-5933

Thank you for choosing American Arbitration Association.
Please print a copy of this page for your record.

[Print](#)

Basic Filing Information:

Rhawn Joseph
4082869833
DearDoctorJoseph@gmail.com
Arbiration

This is a revised claim. I did not realize that the request for damages should be part of the total claim. Therefore, I have revised the damages.

Filing Fee Charged

Documents received on 2023-08-14 15:24:08.0 Eastern Time

What's Next

- This acknowledges receipt of your documentation on 2023-08-14 15:24:08.0 Eastern Time. This notice does not constitute the AAA's initiation of the case or satisfaction of all AAA administrative filing requirements. An email copy of this receipt will be sent to DearDoctorJoseph@gmail.com shortly.
- DON'T FORGET to send a copy of the completed form and any attachments to all parties and retain a copy of the form for your record.
- Your documentation will be reviewed and, if all filing requirements are met, assigned to a case manager who will be in



AMERICAN ARBITRATION ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Exhibit 8B (Paid in Full -0- Due

▼ Rhawn Joseph

All Open Invoices

[Print AAA W-9 Form](#)

INSTRUCTIONS:

- To pay all open invoices, check "Select All" box. At any time you can pay a maximum of 20 open invoices
- To pay a specific invoice, check the box next to that invoice, adjust the amount if necessary, and click "Pay Online."
- You then have an option to pay via credit card or echeck to complete the transaction.

Open Invoices Rhawn

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="dd-mm-yy"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input checked="" type="checkbox"/>	BILL LINE # ▾	CASE # ▾	CASE MANAGER ▾	CLAIMANT ▾	RESPONDENT ▾	DUE DATE ▾	DESCRIPTION ▾	AMOUNT ▾	BALANCE ▾	PAYMENT ▾
No data to display.										
							TOTAL DUE	\$0.00	\$0.00	

[Pay Online](#)

For Technical Help and Support, Call 1-800-778-7879.
For Case-Related Questions and Assistance, Contact Your Case Manager.

EXHIBIT 9

Exhibit 9 Plaintiff Forced to Liquidate All Google Stock Because KDP Withheld Income**Transaction Detail**

Settle Trade						
Date	Date	Transaction	Description	Quantity	Price	Total
Cash, Bank Sweep, and Money Market Funds Activity						
01/17	01/15	Bank Interest ^{x,z}	BANK INT 121622-011523 SCHWAB BANK			8.28
01/30	01/30	Margin Interest	INTEREST 12/29THRU 01/29			(12.36)
Investments Activity						
01/10	01/06	Sold	ALPHABET INC. CLASS A: GOOGL	(420.0000)	86.3650	36,272.47
01/11	01/09	Sold	ALPHABET INC. CLASS A: GOOGL	(580.0000)	89.8450	52,108.91
01/25	01/23	Sold	ALPHABET INC. CLASS A: GOOGL	(500.0000)	99.7520	49,874.86

Bank Sweep Activity

			Opening Balance^{x,z}: 57.05	
Trans Date	Transaction	Description	Withdrawal	Deposit
01/09	Auto Transfer	BANK TRANSFER TO BROKERAGE	57.05	
01/11	Auto Transfer	BANK CREDIT FROM BROKERAGE ^x		51,824.68
01/13	Auto Transfer	BANK TRANSFER TO BROKERAGE	22,875.00	
01/15	Interest Paid ^{x,z}	BANK INTEREST		8.28
01/17	Auto Transfer	BANK TRANSFER TO BROKERAGE	22,875.00	

Please see "Endnotes For Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account
Account Number: 9525-3817

Statement Period: January 1, 2023 to January 31, 2023
Page 4 of 4

Transaction Details

Date	Category	Action	Symbol/ CUSIP	Description		Quantity	Price/Rate per Share(\$)	Charges/ Interest(\$)	Amount(\$)
03/09	Sale		GOOGL	ALPHABET INC. CLASS Exchange Processing Fee \$0.15	A	(200.0000)	94.6000	0.15	18,919.85
03/16	Interest	Bank Interest ^{X,Z}		BANK INT 021623-031523					0.44
03/17	Sale		GOOGL	ALPHABET INC. CLASS Exchange Processing Fee \$0.27	A	(300.0000)	94.8425	0.27	28,452.48
	Sale		GOOGL	ALPHABET INC. CLASS Exchange Processing Fee \$0.18	A	(200.0000)	96.4924	0.18	19,298.30
03/30	Fee	Margin Interest		INTEREST 02/27THRU 03/29					(63.46)
Total Transactions									\$39,367.61

Date column represents the Settlement/Process date for each transaction.

3 of 6



Schwab One® Account of

RHAWN JOSEPH

Statement Period
March 1-31, 2023

Transaction Details

Date	Category	Action	Symbol/ CUSIP	Description		Quantity	Price/Rate per Share(\$)	Charges/ Interest(\$)	Amount(\$)
04/11	Sale		GOOGL	ALPHABET INC. CLASS Exchange Processing Fee \$0.49	A	(500.0000)	106.0000	0.49	52,999.51
04/17	Interest	Bank Interest ^{X,Z}		BANK INT 031623-041523					13.46
Total Transactions									\$53,012.97

Date column represents the Settlement/Process date for each transaction.



Schwab One® Account of

RHAWN JOSEPH

Statement Period
April 1-30, 2023

EXHIBIT 10

Exhibit 10**Table 1:** Summary of KDP Failures (“Failed”) to Deposit Royalty Payments in Plaintiff’s Accounts.

ROYALTIES WITHHELD: DATES, COUNTRIES	\$USD
Amazon.se Failed 2023-04-29 EFT SEK	107.28
Amazon.it Failed 2023-04-29 EFT EUR	11.62
Amazon.fr Failed 2023-02-28 EFT EUR	1.48
Amazon.nl Failed 2023-01-29 EFT EUR	50.07
Amazon.com Failed 2023-01-14 EFT USD	7315.76
Amazon.in Failed 2023-01-07 EFT INR	5165.15
Amazon.com.br Failed 2023-01-07 EFT BRL	256.47
Amazon.ca Failed 2022-12-29 EFT CAD	101.79
Amazon.com.au Failed 2022-12-29 EFT AUD	59.39
Amazon.com.mx Failed 2022-12-29 EFT MXN	13.12
Amazon.pl Failed 2022-12-29 EFT PLN	61.79
Amazon.de Failed 2022-12-29 EFT EUR	128.32
Amazon.it Failed 2022-12-02 EFT EUR	71.82
Amazon.in Failed 2022-12-02 EFT INR	4409.05
Amazon.com Failed 2022-12-02 EFT USD	6673.69
Amazon.fr Failed 2022-12-02 EFT EUR	133.21
Amazon.com.br Failed 2022-12-02 EFT BRL	198.52
Amazon.it Failed 2022-09-29 EFT EUR	62.74
Amazon.com.mx Failed 2022-09-29 EFT MXN	296.87
Amazon.ca Failed 2022-09-29 EFT CAD	685.76
Amazon.in Failed 2022-09-29 EFT INR	3282.32
Amazon.de Failed 2022-09-29 EFT EUR	564.92
Amazon.com.au Failed 2022-09-29 EFT AUD	47.82
Amazon.com.br Failed 2022-09-29 EFT BRL	97.58
Amazon.es Failed 2022-09-29 EFT EUR	191.77
Amazon.co.uk Failed 2022-09-29 EFT GBP	703.37
Amazon.co.jp Failed 2022-09-29 EFT JPY	8823.00
Amazon.com Failed 2022-09-29 EFT USD	5236.58
Amazon.fr Failed 2022-09-29 EFT EUR	128.95
TOTAL:	44,713.54

EXHIBIT 11

Exhibit 11

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Joseph v. Amazon Complaint

Lillig, Rebecca <RebeccaLillig@dwt.com>

Tue, Oct 17, 2023 at 2:56 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

I received your voicemail. Thank you so much for taking the time to call before you hopped in the water! 😊 I wish I had first-hand knowledge of KDP's accounts payable/royalties payment system, so I could personally investigate the system. For the time being, I am stuck being the messenger. But, I'm going to do my best to relay to KDP that you have done everything you can to correct any problem, and hope they can do what they need to moving forward to get us closer to the goal line. As soon as I have new information from them, I will let you know.

Rebecca Lillig**Contract Attorney, Davis Wright Tremaine LLP**

P 415.276.4813 E rebeccalillig@dwt.com

A 50 California Street, 23rd Floor, San Francisco, CA 94111

DWT.COM**From:** R. Gabriel Joseph <deardoctorseph@gmail.com>**Sent:** Tuesday, October 17, 2023 2:40 PM**To:** Lillig, Rebecca <RebeccaLillig@dwt.com>**Subject:** Re: Joseph v. Amazon Complaint**[EXTERNAL]**

I left you a voicemail

On Tue, Oct 17, 2023, 2:36 PM Lillig, Rebecca <RebeccaLillig@dwt.com> wrote:

Shoot. Sorry that invite did not work. I tried to set it up so you could just call-in without needing the app, but I might have done something wrong. Definitely did not intend for you to get directed to the google play store!

Okay, thank you for summarizing. I'm going to reach out to KDP now with all the information you've provided over the last couple days. Thanks, and enjoy your swim!

EXHIBIT 12

**Exhibit 12**

Rhawn Joseph <deardoctordjoseph@gmail.com>

RE: Joseph v Amazon = No Payments Received

Lillig, Rebecca <RebeccaLillig@dwt.com>

Thu, Oct 26, 2023 at 11:41 AM

To: "R. Gabriel Joseph" <deardoctordjoseph@gmail.com>

Cc: "Bugajhis, Zana" <ZanaBugajhis@dwt.com>

Just to be clarify, Dr. Joseph, based on records Amazon made available to me, you changed your bank account number and routing number in your KDP account *after* September of 2022, when Amazon notified you that all payments Amazon attempted to make to you failed. And, on November 2, 2022, you entered your new bank account information into your KDP account, correct?

Based on my review of Amazon's records, it was this new account that was subsequently problematic and connected with ongoing failed payments. Regarding this new account, after Amazon received the bank's notice that your account or routing number were incorrect, Amazon requested that you delete and re-enter your account information. Based on your email below, you agree that you never did that—you never deleted and re-entered your bank account information—regarding your *new* November 2022 bank account information contained in your KDP account, correct?

In your email from Wednesday of last week (10/18), you advised me, "I recall. April of 22. I got failure notices after 10 years no problem. I was asked to delete and reinter. I did that. More failure." I was under the impression that your date was incorrect and that you *meant* April of 2023 ... since you changed your bank account information in November of 2022, and it was between November of 2022 and February of 2023 that you "got failure notices after 10 years no problem." Regardless, your recent cooperation with Amazon, via the communications you and I exchanged last week, seems to have enabled Amazon to release the hold on your account that resulted from the numerous failed payments that occurred from November 2022 and February 2023 and from the information Amazon received from your bank that your bank details were incorrect.

I am glad the test payments went through; I will find out from Amazon when, and in what amounts, the payments will be made to you and will circle back with you when I have that information.

Rebecca Lillig
Contract Attorney, Davis Wright Tremaine LLP

P 415.276.4813 E rebeccalillig@dwt.com

A 50 California Street, 23rd Floor, San Francisco, CA 94111

DWT.COM

EXHIBIT 13

**Exhibit 13**

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Joseph v. Amazon Complaint

Lillig, Rebecca <RebeccaLillig@dwt.com>

Tue, Oct 17, 2023 at 2:56 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

I received your voicemail. Thank you so much for taking the time to call before you hopped in the water! 😊 I wish I had first-hand knowledge of KDP's accounts payable/royalties payment system, so I could personally investigate the system. For the time being, I am stuck being the messenger. But, I'm going to do my best to relay to KDP that you have done everything you can to correct any problem, and hope they can do what they need to moving forward to get us closer to the goal line. As soon as I have new information from them, I will let you know.

Rebecca Lillig**Contract Attorney, Davis Wright Tremaine LLP**

P 415.276.4813 E rebeccalillig@dwt.com

A 50 California Street, 23rd Floor, San Francisco, CA 94111

DWT.COM**From:** R. Gabriel Joseph <deardoctorseph@gmail.com>**Sent:** Tuesday, October 17, 2023 2:40 PM**To:** Lillig, Rebecca <RebeccaLillig@dwt.com>**Subject:** Re: Joseph v. Amazon Complaint**[EXTERNAL]**

I left you a voicemail

On Tue, Oct 17, 2023, 2:36 PM Lillig, Rebecca <RebeccaLillig@dwt.com> wrote:

Shoot. Sorry that invite did not work. I tried to set it up so you could just call-in without needing the app, but I might have done something wrong. Definitely did not intend for you to get directed to the google play store!

Okay, thank you for summarizing. I'm going to reach out to KDP now with all the information you've provided over the last couple days. Thanks, and enjoy your swim!

EXHIBIT 14



Exhibit 14

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Joseph v. <http://Amazon.com> Inc. et al | Case 5:23-cv-05176-NC

Lillig, Rebecca <RebeccaLillig@dwt.com>

Thu, Oct 19, 2023 at 10:14 AM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

Cc: "Bugaignis, Zana" <ZanaBugaignis@dwt.com>, "Miller, Anita" <AnitaMiller@dwt.com>

Based on your confirmation that you deleted and reentered your bank account information in your KDP account, and that the account information is correct, we instructed KDP to work with accounts payable to attempt to pay you straight away. I was just informed they are moving forward and that they will update us as soon as possible regarding the transactions. As soon as I have updates, I will shoot them over to you.

Have a fantastic day at the beach!

Rebecca Lillig

Contract Attorney, Davis Wright Tremaine LLP

P 415.276.4813 E rebeccalillig@dwt.com

A 50 California Street, 23rd Floor, San Francisco, CA 94111

DWT.COM

From: R. Gabriel Joseph <deardoctorseph@gmail.com>

Sent: Thursday, October 19, 2023 9:10 AM

To: Lillig, Rebecca <RebeccaLillig@dwt.com>

Cc: Bugaignis, Zana <ZanaBugaignis@dwt.com>; Miller, Anita <AnitaMiller@dwt.com>

Subject: Re: Joseph v. <http://Amazon.com> Inc. et al | Case 5:23-cv-05176-NC

[EXTERNAL]

Lets get aligned on this final issue:

No dispute: Amazon owes me money.

And, it is obvious Amazon is running a scam and cheating unknown numbers of small publishers of their royalties-- knowing full well that these little guys are helpless--and that arbitration can cost them \$50,000.

EXHIBIT 15

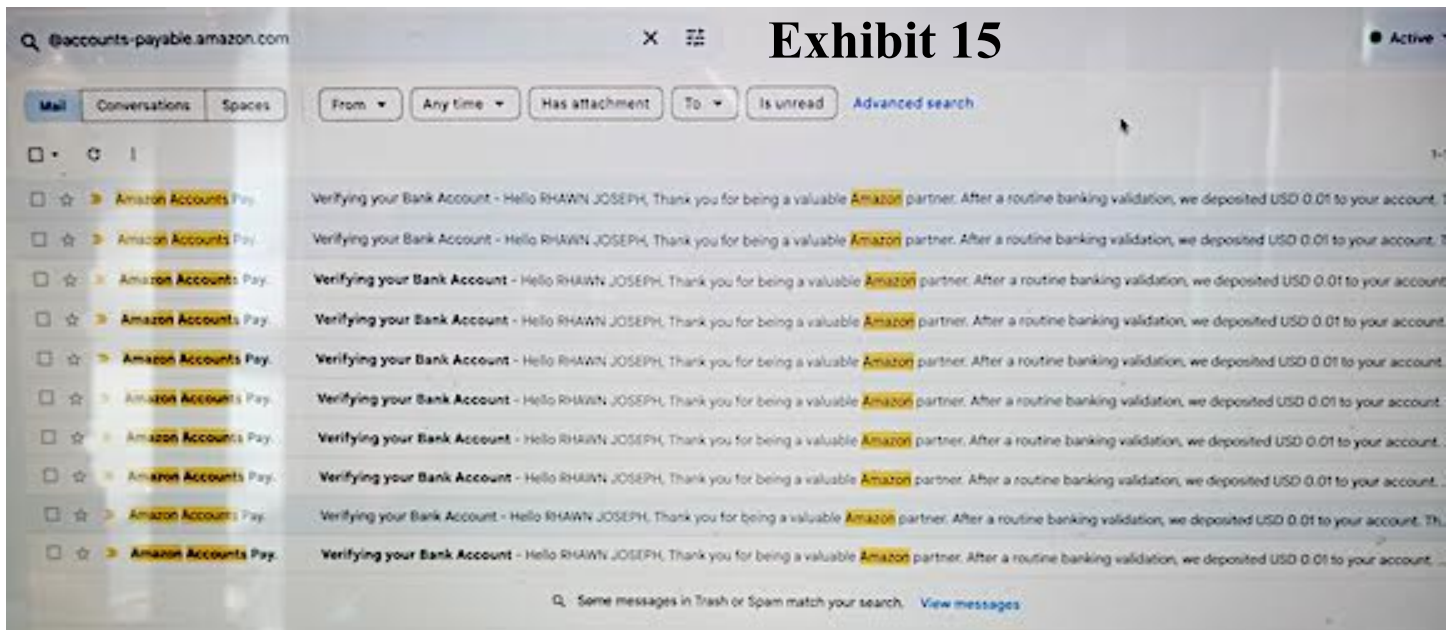
Exhibit 15

EXHIBIT 16



Exhibit 16 Rhawn Joseph <deardoctorseph@gmail.com>

Verifying your Bank Account

Amazon Accounts Payable <noreply@accounts-payable.amazon.com>
To: BOOKORDERS@cosmology.com

Thu, Oct 26, 2023 at 6:31 AM

Hello RHAWN JOSEPH,

Thank you for being a valuable Amazon partner. After a routine banking validation, we deposited USD 0.01 to your account. The deposit confirms that your account is ready to accept payments from Amazon and no further action is required from you.

If we can't complete the deposit, we will contact you with instructions to make sure we have the correct banking information for you to receive payments from Amazon.

Please do not reply to this email. It was sent from a notification-only address that cannot accept incoming messages.

Thank you,
Amazon Accounts Payable

EXHIBIT 17



Exhibit 17

Rhawn Joseph <deardoctorseph@gmail.com>

Joseph v Amazon = No Payments Received

R. Gabriel Joseph <deardoctorseph@gmail.com>

Thu, Oct 26, 2023 at 9:34 AM

To: "Lillig, Rebecca" <RebeccaLillig@dw.com>, "Bugajhis, Zana" <ZanaBugajhis@dw.com>

Joseph v Amazon Case 5:23-cv-05176-NC
Amazon Continues its Scam
No Payments Received
Proof All Information is correct
REQUESTING A CHECK

Last night and this morning I received 11 emails from Amazon--each claiming the following:
"Thank you for being a valuable Amazon partner. After a routine banking validation, we deposited USD 0.01 to your account. The deposit confirms that your account is ready to accept payments from Amazon and no further action is required from you."

I checked with my bank--I called my bank and I looked at online records:

ZERO -0- payments were made by Amazon. Nothing was deposited in my accounts.
There should be Eleven Payments of 0.01 --and nothing was received.
Amazon's claims about validating my checking account, and verifying and depositing 0.01 are totally bogus.

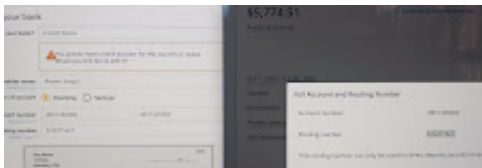
I told you I have made screen shots--comparing side by side my bank account info with KDP--the information is identical--it has always been correct--it was correct for 12 years, and for 11 years I had no problem receiving any payments.

I informed you Amazon had no intention of paying--this is a continuation of Amazon's scam.

I am again requesting a check.

/s/Rhawn Joseph, Ph.D.

10/26/23



AmazonvsBankInfo.jpeg
186K

EXHIBIT 18

Exhibit 18

KDP Account Compared to Bank Account

The image shows a side-by-side comparison of two online banking interfaces. On the left is the 'Amazon-Joseph KDP' interface, and on the right is 'Plaintiff's Bank'. Red boxes and arrows highlight the account numbers and routing numbers for both, showing they are identical. The KDP interface includes a warning message about existing accounts and a form for account details. The bank interface shows a balance of \$5,774.51 and a list of transactions.

Amazon-Joseph KDP

your bank? United States **Amazon-Joseph KDP**

You already have a bank account for this country or region. Would you still like to add it?

holder name Rhawn Joseph

type of account ☒ Checking ☐ Savings

Account number 4951336085

Routing number 322271627

Plaintiff's Bank

\$5,774.51 Account & routing number

Available balance

Oct 1, 2023 - Oct 26, 2023

Deposits

Withdrawals

Present balance

Last statement

Full Account and Routing Number

Account number 4951336085

Routing number 322271627

This routing number can only be used for direct deposits and ACH transfers.

EXHIBIT 19



Exhibit 19

Kindle Direct Publishing tax profile

Select Language

English

Failure to provide the information below may cause a delay in our ability to issue payments and/or result in maximum U.S. tax withholding on your earnings.

Get Started

What is your tax classification?

☒ Individual☐ Business

"Individual" includes Sole Proprietors or Single-Member LLCs where the owner is an individual

[Learn about tax classification](#)

Are you a United States (U.S.) citizen, U.S. permanent resident (green card holder), or other U.S. resident alien?

☒ Yes☐ No☐ I'm not sure if I'm a U.S. resident alien

[Learn about U.S. citizenship and residency](#)

Tax Identity Information

Full name

[Learn about which name to enter](#)

Doing business as "DBA" or trade name (Optional)

U.S. Taxpayer Identification Number (TIN) Type

☒ Social Security Number (...)

[Learn which TIN type to select and where to find it](#)

Address

[Learn about which address to use](#)

Country

Address line 1

Address line 2 (Optional)

City

State / Province / Region

Zip / Postal code

Continue

Consent and Sign

EXHIBIT 20

Exhibit 20



Bookshelf | Reports | Community | Marketing

My Account

My Profile

Getting Paid

Tax Information

Account ID

A38V6M17JYBYQH

Author/Publisher Information

Enter the following information to help us determine how to send your payments.

Business Type ☒ Individual ☐ Corporation

[\(What's this?\)](#)

Date of Birth

12/22/1950



Enter the date of birth for the person listed in the **Account holder** name field under Getting Paid.

Country or Region

United States

[Unsupported Countries/Regions](#)

Legal Name

Rhawn Joseph

[\(What's this?\)](#)

Address Line 1

677 ELM ST.

Address Line 2

Optional

City

SAN JOSE

State/Province/Region

California

Postal Code

95126

Phone

+1 408-286-9833

Getting Paid

Provide your bank information to receive electronic royalty payments. [Learn more about getting paid.](#)

✓ You are setup to receive payments for sales across all Amazon marketplaces

Customer transactions made in all Marketplaces across Amazon will be paid in **USD (\$)** according to payment details below. We will notify you by email if there are any issues paying to your bank account.

[Add another bank account](#)

Bank Account	Payment Details	Expand Detail
United States *****085 Delete account	You will be paid in: USD (\$) For customer transactions made in: all Marketplaces	

Tax Information

✓ Tax Interview Completed : August 9, 2013

Applicable withholding rate: **0%** [\(What's this?\)](#)

EXHIBIT 21



Exhibit 21 Rhawn Joseph <deardoctorseph@gmail.com>

RE: Lawsuit Attached--Joseph v Amazon KDP

Bugaighis, Zana <ZanaBugaighis@dwt.com>

Fri, Sep 1, 2023 at 1:58 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

Cc: "Eskew, Emily" <EmilyEskew@dwt.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Dr. Joseph,

We do not agree liability has been established. What has been established, in writing, is that Amazon has been trying to pay you the outstanding royalties for months and you will not agree to a method of payment. As I said my past emails, please let me know where Amazon should direct payment for the outstanding royalties. If we do not receive a response, I will assume you will accept payment by check.

I am still attempting to see if Amazon will make an offer of settlement. I do not have any independent authority. As to your settlement offer, you already represented that your credit card company refunded you your AAA fees and as we have explained to you, your outstanding royalties total \$28,918.71, not \$57,048.31.

Thank you,

Zana

Zana Bugaighis | Davis Wright Tremaine LLP

920 Fifth Avenue, Suite 3300 | Seattle, WA 98104

Tel: (206) 757-8304 | Fax: (206) 757-7304

Email: zanabugaighis@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Chicago | Los Angeles | New York | Portland | Richmond | San Francisco | [Seattle](#) | Washington, D.C.

From: R. Gabriel Joseph <deardoctorseph@gmail.com>

Sent: Friday, September 1, 2023 1:22 PM

To: Bugaighis, Zana <ZanaBugaighis@dwt.com>

Cc: Eskew, Emily <EmilyEskew@dwt.com>; Lillig, Rebecca <RebeccaLillig@dwt.com>; Arbitration Admin <arbitrationadmin@dwt.com>; Goldmark, John <JohnGoldmark@dwt.com>

Subject: Re: Lawsuit Attached--Joseph v Amazon KDP

[EXTERNAL]

EXHIBIT 22



Exhibit 22

Suite 3300
920 Fifth Avenue
Seattle, WA 98104

Stefanie Baldwin
206-757-8333 tel
206-757-7700 fax

stefaniebaldwin@dwt.com

March 14, 2023

Via Email (deardoctorseph@gmail.com ; BookOrders@Cosmology.com)

R. Gabriel Joseph
677 Elm St
San Jose, CA. 95126

Re: Your Email Correspondence to Amazon

Dear Dr. Joseph:

We represent Kindle Direct Publishing (“KDP”) and Amazon (collectively, “Amazon”). Your email correspondence sent to Amazon executives in December 2022, as well as subsequent correspondence between you and Amazon, have been referred to our attention. In your correspondence, you claim that Amazon placed a hold on your KDP account and has been withholding accrued royalties in excess of \$20,000.

Amazon has been attempting to release royalty payments to you for several months. However, Amazon requires updated banking information to complete these disbursements. Specifically, Amazon has confirmed that the account information on file is incorrect, and Amazon’s attempts to disburse payments to this account number continue to fail because your financial institution has been unable to locate an account with the provided details. Your bank has confirmed to Amazon that it is unable to locate your account and it needs you to confirm both your account number and routing number.

The fastest way for you to receive your royalties is for you to access your KDP account, delete the banking details provided in your account setup, and re-enter all banking details required to establish the account. Alternatively, Amazon is willing to issue your royalties via paper check as an exception to the standard EFT process. However, there is an \$8.00 check fee per check sent, and check payments can take up to 30 days to arrive. Please confirm in writing whether you would like current royalties to be issued via paper check, and if so, your preferred mailing address for receipt.

We understand your frustration with this payment issue. However, Amazon has worked with your bank to understand why it is rejecting the attempted payments and has also attempted to work with you to resolve your requests. In response, you have repeatedly used abusive language toward Amazon employees who are trying to help you. Please note that Amazon does not tolerate such language, and this type of conduct may lead to account termination.

DWT.COM

Anchorage | Bellevue | Los Angeles | New York
Portland | San Francisco | Seattle | Washington, D.C.

March 14, 2023

Page 2

Amazon would like to help you resolve your payment issues. Please let us know whether you will opt to delete the account details and re-enter both the account number and the routing number, or whether you would like to receive paper checks.

Sincerely,

DAVIS WRIGHT TREMAINE LLP

A handwritten signature in blue ink, appearing to read "Stefanie Baldwin". The signature is fluid and cursive, with the first name "Stefanie" being more prominent than the last name "Baldwin".

Stefanie Baldwin, Esq.

EXHIBIT 23



Exhibit 23

Rhawn Joseph <deardoctorseph@gmail.com>

Re: AAA: Demand For Refund Due to Fraud-Breach of Contract

Bugaighis, Zana <ZanaBugaighis@dwt.com>

Sat, Aug 26, 2023 at 12:12 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

Cc: Case Filing <CaseFiling@adr.org>, AAAFiling <AAAFiling@adr.org>, "Eskew, Emily" <EmilyEskew@dwt.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Mr. Joseph,

I was at court yesterday but in the meantime KDP is verifying the amount you claim in royalties and considering your request for an advertising credit. As you can imagine, this cannot happen in less than 24 hours. We want to work with you. I want to get you your royalties. Threats are not conducive to this process.

In the meantime, please let me know where Amazon should direct payment (will you agree to a check?) and let me know if you agree to stay this matter with AAA.

Thank you,
Zana

On Aug 26, 2023, at 12:06 PM, R. Gabriel Joseph <deardoctorseph@gmail.com> wrote:

[EXTERNAL]

ATT: Scammer Fraudster Organization AAA

REFUND ISSUED BY CHASE CREDIT CARD

I have contacted my credit card company. I have explained the facts of how AAA refused to provide services, AAA instead attempted to scam me out of more money, and how AAA is described even by the Better Business Bureau as a Scam.

My Credit Card company has issued me a refund. They will be in contact--you can explain how you never provided any services and instead kept asking for more money, when your own website said I owe -0-.

AAA--your online rating of -0- by Yelp and others, and your online reputation as a scammer organization--is well deserved.

I want nothing to do with your despicably dishonest, fraudster criminal scammer organization.

Rhawn Joseph, Ph.D.
8/26/2023

On Thu, Aug 24, 2023 at 1:04 PM R. Gabriel Joseph <deardoctorseph@gmail.com> wrote:

AAA: Demand For Refund From AAA Due to Fraud-Breach of Contract

ATT: AAA:

I am hereby demanding a 100% refund from AAA. AAA has engaged in fraud and breach of contract, by taking my money then refusing to assign my case to a case manager and refusing to allow it to proceed to arbitration--despite acknowledging that I have paid sufficient fees for this case to proceed and despite acknowledging that its own website portal documents I do not owe any additional funds.

Nearly 30 days have passed since I filed this case with AAA which I am now convinced is a scammer organization.

AAA has a well established reputation as a "professional scam." According to online ratings at Yelp and Google, the American Arbitration Association (AAA) is despicably dishonest, and a scam and has a reputation of fee gouging and not following the law or its own rules. The Better Business Bureau explicitly states on its website that AAA is "a professional scam."

Your scammer company has stolen my money, and has sought to extortion additional funds. My experience with AAA correspondence with the incredible number of online complaints, and the overall -0- rating given by Yelp and others.

Nearly 30 days have passed. All you do is demand more money. AAA is a scam and a fraud. I demand a 100% refund.

Rhawn Joseph, Ph.D.
8/24/2023

On Thu, Aug 17, 2023 at 4:53 AM AAAFiling <AAAFiling@adr.org> wrote:

Mr. Joseph,

Please take a look at the filing fee schedule attached. You have two options to pay the filing fee which are by either Standard Fee Schedule or Flexible Fee

EXHIBIT 24

Exhibit 24



Rhawn Joseph <deardoctordjoseph@gmail.com>

RE: Joseph v. <http://Amazon.com> Inc. et al | Case 5:23-cv-05176-NC

Lillig, Rebecca <RebeccaLillig@dwt.com>
To: "R. Gabriel Joseph" <deardoctordjoseph@gmail.com>
Cc: "Bugajhis, Zana" <ZanaBugajhis@dwt.com>

Mon, Oct 23, 2023 at 11:57 AM

I hope you know I am doing everything I possibly can on my end. When I told you on Thursday that the process was moving forward, I should have advised you that it may take some time. My sincere apologies for not having the foresight last week to make sure you were aware it may take a few business days for the process to be completed.

Based on your request that a check be sent now instead, are you able please to go into your KDP account to make that selection to receive a check? In the meantime, I will connect directly with accounts payable to find out what else I need to do to get the check sent asap.

Thank you,

Rebecca

Rebecca Lillig
Contract Attorney, Davis Wright Tremaine LLP

P 415.276.4813 E rebeccalillig@dwt.com
A 50 California Street, 23rd Floor, San Francisco, CA 94111

DWT.COM

From: R. Gabriel Joseph <deardoctordjoseph@gmail.com>
Sent: Monday, October 23, 2023 10:18 AM
To: Lillig, Rebecca <RebeccaLillig@dwt.com>
Cc: Bugajhis, Zana <ZanaBugajhis@dwt.com>
Subject: Re: Joseph v. <http://Amazon.com> Inc. et al | Case 5:23-cv-05176-NC

[EXTERNAL]

I am so disappointed by your message. This resolves nothing. It's another empty promise.

EXHIBIT 25

Exhibit 25



[Bookshelf](#) | [Reports](#) | [Community](#) | [Marketing](#)

 Topic or Keyword

[Payments & Reports](#) > [KDP Payments](#) > [Your Bank Location: US](#)

Your Bank Location: US

As of October 2017, Kindle Direct Publishing no longer offers check payments in the United States for new accounts.

EXHIBIT 26

Exhibit 26



[Bookshelf](#) | [Reports](#) | [Community](#) | [Marketing](#)

Q Topic or Keyword

[Payments & Reports](#) > [KDP Payments](#) > [KDP Payment Options](#)

KDP Payment Options

KDP provides different payment methods based on your bank's location. Alternative payment methods such as Amazon Payments or PayPal, are not available options at this time.

Below are current available options:

- [Direct Deposit \(Recommended\)](#)
- [Wire Transfer](#)
- [Check](#)
- [What are the available payment methods based on my bank location?](#)

Direct Deposit

KDP encourages authors to use direct deposit because it usually has no minimum payment threshold, is the fastest, secure way to receive your royalty payments, and is environmentally friendly.

Direct deposit—also known as electronic funds transfer (EFT)—is the direct transfer of money from one bank account to another without check or cash changing hands. While Amazon may support direct deposit payments to the country or region where your bank account is located, additional documentation to release funds from international electronic payments and some of them may have a payment threshold associated. Contact your bank for specific requirements to release direct deposit payments.

Wire Transfer

A wire transfer is a transfer of funds done electronically across a network of banks around the world. Wire transfers have minimum payment thresholds and may be subject to fees associated with receiving wire payments or foreign exchange rates.

Check

You'll be issued a paper check through the mail to the address you've entered in the [Author/Publisher Information](#) information section of your account. Checks have minimum payment thresholds and take longer to receive than electronic methods.

EXHIBIT 27

Exhibit 27

Prior Months' Royalties

This report includes information about your royalties. [Learn more about Prior Months' Royalties report.](#)

Choose a month

October 2022

September 2022

August 2022

July 2022

June 2022

May 2022

April 2022














March 2022

February 2022

January 2022

Prior Months' Royalties

[Download report](#)

	Currency	eBook royalties	Paperback royalties	Hardcover royalties	KENP	Total royalties
	USD	179.91	440.52	0.00	21.64	642.07
	GBP	28.10	9.64	0.00	2.99	40.73
	EUR	6.38	121.87	0.00	0.07	128.32
	EUR	5.35	0.00	0.00	0.00	5.35
	JPY	481.00	0.00	0.00	26.00	507.00
	CAD	11.74	89.57	0.00	0.48	101.79
 Italy	EUR	4.54	0.00	0.00	0.00	4.54
 Spain	EUR	0.00	0.00	0.00	0.00	0.00
 India	INR	818.09	0.00	0.00	22.44	840.53
 Netherlands	EUR	0.00	0.00	0.00	0.00	0.00
 Poland	PLN	0.00	61.79	0.00	0.00	61.79
 Sweden	SEK	0.00	0.00	0.00	0.00	0.00
 Brazil	BRL	51.41	0.00	0.00	16.74	68.15
 Mexico	MXN	13.12	0.00	0.00	0.00	13.12
 Australia	AUD	5.73	53.65	0.00	0.01	59.39
 CreateSpace US	USD	0.00	0.00	0.00	0.00	0.00
 CreateSpace UK	GBP	0.00	0.00	0.00	0.00	0.00
 CreateSpace DE	EUR	0.00	0.00	0.00	0.00	0.00
 CreateSpace JP	JPY	0.00	0.00	0.00	0.00	0.00

kindle direct publishing

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EXHIBIT 28

Exhibit 28

https://www.yelp.com/biz/american-arbitration-association-los-angeles-2



Yelp

https://www.yelp.com › biz › american-arbitration-ass... ⋮

AMERICAN ARBITRATION ASSOCIATION

Recommended **Reviews** - **American Arbitration Association** · Map · 725 S Figueroa St. Ste 400. Los Angeles, CA 90017. Directions · (800) 778-7879. Call Now ...

★ ★ ★ ★ ★ Rating: 1 · 7 reviews



Yelp

https://www.yelp.com › biz › american-arbitration-ass... ⋮

American Arbitration Association

Recommended **Reviews** - **American Arbitration Association** · Map · 6795 N Palm Ave. Ste 200. Fresno, CA 93704. Directions · (559) 448-0389. Call Now ...

★ ★ ★ ★ ★ Rating: 1 · 2 reviews



Yelp

https://m.yelp.com › biz › american-arbitration-san-fra... ⋮

AMERICAN ARBITRATION - 1 Sansome St, San Francisco, ...

American Arbitration has been on **yelp** since 2004/08/13. Where is **American Arbitration**? **American Arbitration** is located at 1 Sansome St, San Francisco, CA.

Missing: Association | Show results with: Association



Yelp

https://www.yelp.com › biz › american-arbitration-ass... ⋮



AMERICAN ARBITRATION ASSOCIATION


Recommended **Reviews** - **American Arbitration Association** · Map · 1633 Broadway. New York, NY 10019. Theater District, Midtown West. Directions · (212) 484-3266. Call ...


★ ★ ★ ★ ★ Rating: 1 · 3 reviews


EXHIBIT 29

Exhibit 29





Your trust is our top concern, so businesses can't pay to alter or remove their reviews. [Learn more about reviews.](#)




Username
 Location
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 Select your rating
[Start your review of American Arbitration Association](#)

Overall rating

 7 reviews

5 stars
 4 stars
 3 stars
 2 stars
 1 star


Yelp Sort 
 Filter by rating 
 Search reviews 



David R.
 San Francisco, CA
 0 5



 Jan 26, 2018


I had an arbitration by AAA with Paramount Pictures. The first day of arbitration Paramount Pictures made me a low ball offer. I should have taken it. Paramount Pictures offered to pay for the arbitrator if they could choose the arbitrator. Since Paramount used my work, word for word, I could not imagine losing. I believe that the AAA arbitrator was completely dishonest and Paramount Pictures and their attorneys were just like the rest of the companies out there and would do anything to win.


Do not use arbitrators. Do not use AAA.


 Useful 9



 Funny



 Cool



Michael U.
 Trabuco Canyon, CA
 2 16 4



 Feb 6, 2023


Make sure you get a court reporter so the arbitrator doesn't do a side deal with the other side! Civil rights violations are going on here. So sad.


 Useful



 Funny



 Cool



Mr. P.
 Costa Mesa, CA
 0 6


 Apr 17, 2023

They didn't follow their own rules. Expensive compared to Court and no appeal rights. The idea of arbitration is a great idea, but need appeal rights to protect against improper actions by arbitrators.


 Useful


 Funny


 Cool



Jerry D.
Chapel Hill Village, Indianapolis, IN
0 4

...

Jun 7, 2022

I paid them my non-refundable fee and tendered to them all my documentation. After finally receiving a call back they disclosed to me verbally for the 1st time that I am required to put in writing a letter explaining that I would be bound by their decision. They also explained to me verbally and for the 1st time that I was required to obtain the same letter of agreement from Choice Home Warranty who I was suing. Choice would not return my phone calls even when I left detailed messages. AAA does not engage in full disclosure and initially lied to me when they stated my fee was refundable if I do not have my day in court. Hire these people at your own peril.

Useful 1

Funny

Cool



Scott N.
Lahaina, HI
0 69 7

...

Mar 30, 2022

They will only side with the company that pays their fees. Read the reviews. Always check with your cable company and opt out if arbitration with these morons. Jan's is very good

Useful 1

Funny

Cool



Brian K.
West Los Angeles, Los Angeles, CA
0 1 2

...

Oct 27, 2017

First to Review

I am a lawyer who had AAA Arbitrators Jeffrey Benz, Rudy Gerner and Warren Conklin preside over a 3.5 year arbitration. Before anyone ever agrees to let any of these three AAA panel members serve on a panel I urge you to call me to discuss our nightmare experience. Brian Kramer 424-228-4133.

Useful 17

Funny

Cool



D M.
Anaheim, CA
0 13 10

...


Jan 27, 2019

Unethical. The law is not followed or addressed. The only law that matters who will bring repeat business and provide more money into their pocket. They not only allowed the defense attorney to harass the plaintiff outside of the office (all the way to the parking lot) but watched as the defense attorney tossed paperclips at the ceiling while the plaintiff attorney questioned witnesses that were clearly tampered with. The arbitrator allowed the defense to make gestures to witnesses on Skype behind the plaintiff attorney. The arbitrator (Jim Jay) did not address evidence that was clearly fabricated. He allowed evidence which was not presented during the mandatory evidence exchange to humiliate the plaintiff about past personal abuse, which had no relevance in the case into arbitration. He also spoke of his daughter's medical school to the defense attorney as if they were long life friends. AAA refused to provide rules to the plaintiff. Along with any possible conflict of interests. Arbitration is a paid for legal relief for the wealthy. It is destroying our justice system. Never sign an arbitration agreement.


Useful 7

Funny 1

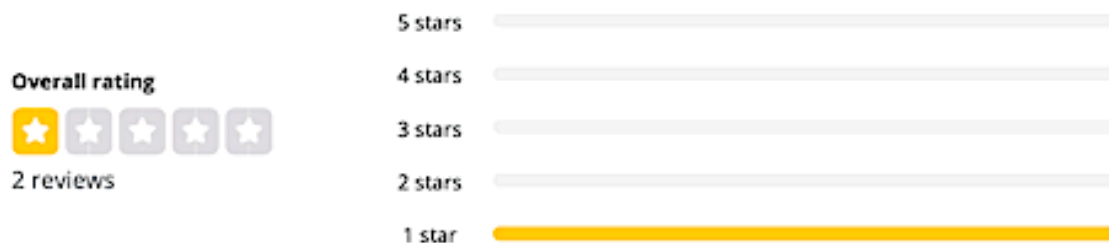
Cool



Username
 Location
 @ 0 0


 Select your rating

With so few reviews, your opinion of **American Arbitration Association** could be huge. Start your review today.



Yelp Sort ▾
 Filter by rating ▾

Search reviews
 



Jeremy R. Elite 23
 Dillon Beach, CA
 @ 128 942 2427

...

 Apr 22, 2022

This organization is a total scam. They charge huge fees, pretend to listen to the evidence then decide cases on a whim. Do not be mislead, this is not a legal process in any way. It is an opportunity for washed up attorneys to make some easy money. They do not need to comply with the law and are open to external influence from parties engaged in the process. Also be aware that despite these shortcomings, once a "decision" is handed down there is little opportunity to appeal as the court system is overburdened and doesn't want these cases. The AAA is also difficult to deal with, response is slow and the case managers do not even know the rules that govern the arbitration process. We also found out afterwards that there is no record of our Zoom hearing because we would have had to request it ahead of time. Shocking!

 Useful 3
  Funny 1
  Cool 1



Mike K.
 Fresno, CA
 @ 0 19 3

...

 Jan 19, 2019

 First to Review

Having to deal with this place was a total waste of time. I did "Win" however our washed up, confused and tired judge we used through them was so sleepy and disorganized he didn't complete the award correctly. Said the other party wasn't represented (even though he brought two attorneys), so he wouldn't award attorney fees, we didn't ask to be paid for our crappy cabinets (he had no less than three copies of bid for redo work). And gave no time line for the other party to correct work or provisions for us to be out of our house for a month. All this for \$4200.00 and a year of our time.

I complained and they said it wasn't their problem everything is fine.
 This was a total rip off that even my attorney couldn't believe.

 Useful
  Funny 1
  Cool



Customer response

12/09/2020

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID# *****
and have determined that **my complaint has NOT been resolved because:**

Of course they say this. They are a professional **scam**. They have planned everything to
protect themselves against their victims.

I don't think I can win a lawsuit against this lawyer corporation **scam**. But I will do my best to
inform as many people as possible.

Please publish the attached file so people know about it and do not do business with any
company that has deals with AAA.

EXHIBIT 30

**Exhibit 30**

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Rhawn Gabriel Joseph v. Amazon KDP - Case 01-23-0003-3281**Bugaighis, Zana** <ZanaBugaighis@dwt.com>

Thu, Aug 24, 2023 at 9:10 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>, AAA Self-Represented Director 2 <Director2@adr.org>

Cc: "Eskew, Emily" <EmilyEskew@dwt.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Mr. Joseph,

I am still getting up to speed on your allegations, however, it is my understanding that KDP has been attempting to pay you royalties for months now and is willing and able to do so now in exchange for settling this action. Can you please confirm how much you believe is outstanding in royalties and where you would like KDP to direct payment?

In the meantime, do you agree to have AAA hold on further administering this action? I would like to attempt to see if we can reach resolution and request a refund for your filing fees.

Thank you,
Zana

Zana Bugaighis | Davis Wright Tremaine LLP

920 Fifth Avenue, Suite 3300 | Seattle, WA 98104

Tel: (206) 757-8304 | Fax: (206) 757-7304

Email: zanabugaighis@dwt.com | Website: www.dwt.comAnchorage | Bellevue | Chicago | Los Angeles | New York | Portland | Richmond | San Francisco | **Seattle** | Washington, D.C.**From:** R. Gabriel Joseph <deardoctorseph@gmail.com>**Sent:** Thursday, August 24, 2023 4:55 PM**To:** AAA Self-Represented Director 2 <Director2@adr.org>**Cc:** Eskew, Emily <EmilyEskew@dwt.com>; Lillig, Rebecca <RebeccaLillig@dwt.com>; Bugaighis, Zana <ZanaBugaighis@dwt.com>; Arbitration Admin <arbitrationadmin@dwt.com>; Goldmark, John <JohnGoldmark@dwt.com>**Subject:** Re: Rhawn Gabriel Joseph v. Amazon KDP - Case 01-23-0003-3281**[EXTERNAL]**

Att: all whom it may concern.

AAA's reputation for dishonest and malicious despicable conduct is nightmarish and horrific.

Their conduct in this matter lives up to all the horrible complaints online, at yelp, google, and the better business bureau.

I have demanded a refund. I refuse to allow this scammer company to rob me of the money that even Amazon's attorneys admit is owed to

EXHIBIT 31



Exhibit 31

Rhawn Joseph <deardoctorseph@gmail.com>

Rhawn Gabriel Joseph v. Amazon KDP - Case 01-23-0003-3281

AAA Self-Represented Director 2 <Director2@adr.org>

Thu, Aug 24, 2023 at 4:19 PM

To: "deardoctorseph@gmail.com" <deardoctorseph@gmail.com>, "EmilyEskew@dwt.com" <EmilyEskew@dwt.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, "Bugaighis, Zana" <ZanaBugaighis@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Dear Parties:

We have received claimant's (Rhawn Gabriel Joseph) email below.

This case has been assigned to the Self-Represented Case Administration Team. Please feel free to visit our website, www.adr.org/self-represented for helpful information about arbitration.

We ask that respondent (Amazon KDP, LLC) respond to claimant's email below by August 31, 2023

Please let us know if you have any questions about this case.

Regards,

AAA Self-Represented Director 2



AAA Self-Represented Director 2 Self-Represented Case Administration Team

American Arbitration Association

F: 866 644 0234 E: Director2@adr.org
PO Box 19609, Johnston, RI 02919
adr.org | icdr.org | aaamediation.org



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EXHIBIT 32



Exhibit 32

Rhawn Joseph <deardoctorseph@gmail.com>

Re: AAA: Demand For Refund Due to Fraud-Breach of Contract

Bugaighis, Zana <ZanaBugaighis@dwt.com>

Sat, Aug 26, 2023 at 12:12 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

Cc: Case Filing <CaseFiling@adr.org>, AAAFiling <AAAFiling@adr.org>, "Eskew, Emily" <EmilyEskew@dwt.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Mr. Joseph,

I was at court yesterday but in the meantime KDP is verifying the amount you claim in royalties and considering your request for an advertising credit. As you can imagine, this cannot happen in less than 24 hours. We want to work with you. I want to get you your royalties. Threats are not conducive to this process.

In the meantime, please let me know where Amazon should direct payment (will you agree to a check?) and let me know if you agree to stay this matter with AAA.

Thank you,
Zana

EXHIBIT 33



Exhibit 33

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Settlement Offer Withdrawn Joseph v Amazon KDP

Bugaighis, Zana <ZanaBugaighis@dw.com>

Tue, Aug 29, 2023 at 12:50 AM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>

Cc: "Eskew, Emily" <EmilyEskew@dw.com>, "Lillig, Rebecca" <RebeccaLillig@dw.com>, Arbitration Admin <arbitrationadmin@dw.com>, "Goldmark, John" <JohnGoldmark@dw.com>

Dear Dr. Joseph,

We have had an opportunity now to review KDP's records in relation to the information you provided in your demand. KDP's records show that Amazon owes you **\$28,918.71**, rather than \$57,048.31, for royalties you earned through July 2023. Please see below for an explanation of the difference between the royalties you claim you are owed versus the outstanding payments Amazon's records show you are owed after Amazon's attempted payment was rejected (the "Rejected Payments"). After reviewing this email, please advise if you are agreeable to settling the royalties portion of your demand for \$28,918.71. In the meantime, we will discuss with Amazon whether it agrees to provide you with the \$29,250 advertising credit you request.

\$22,319.02 is the total owed to you for book sales ending in February 2023. This is a precise figure, reflecting actual Rejected Payments owed to you. The ~\$44,000 figure you used in your recent demand to calculate royalties for the relevant time period reflects unconverted royalties reported to you, while \$22,319.02 reflects the amounts owed to you once converted to USD to pay you in USD. Please see the chart at the end of this email. You'll see that your Table 1 reflects only the figures contained at the Net Earnings column in the chart and not the actual payment amounts owed to you after the foreign conversion rates were applied (see Rejected Payment Amount column).

\$6,599.69 is the estimated amount of royalties owed to you for your book sales made from March 2023 through the end of July 2023. You estimated this figure to be lower, at \$6,167.38.

These two figures above reflect the total royalties owed to you.

You also included in your demand another \$6,167.38 for alleged failed payments in 4/2022 and 6/20/2022. We do not see support for this figure in any of the documents you provided to us; but the number is an exact duplicate of the figure you provided for March 2023 to July 2023 book sales royalties, so we believe you may have included the duplicate figure in error. Amazon successfully paid you in April and June 2022. All Rejected Payments to date are reflected in the chart here.

EXHIBIT 34



Exhibit 34 Rhawn Joseph <deardoctordjoseph@gmail.com>

Order Confirmation

American Arbitration Association, Inc. <noreply@elavon.com>
 Reply-To: CORPFINANCE@adr.org
 To: DearDoctorJoseph@gmail.com

Wed, Jul 26, 2023 at 2:54 PM

\$957.37 USD

07/26/2023 05:54:07 PM

American Arbitration Association, Inc.

Your payment has been approved

Thank you for your recent payment to American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271](#), CORPFINANCE@ADR.ORG. Please keep this receipt for your files in the event you need to contact American Arbitration Assoc about your payment.

Payment

VISA 41*****1254

Transaction ID

260723C1D-4D60C4BF-02B5-4A32-A888-019513E750D8

Approval Code

02239C

ECI

Amount

\$925.00 USD

Credit Surcharge

\$32.37 USD

Total of all charges and fees

\$957.37 USD

Thank you for your recent payment to American Arbitration Association. Please keep this receipt for your files in the event you need to contact American Arbitration Association about your payment.

American Arbitration Association

New York, NY 10271

US

Please remember that this payment using a credit card includes a surcharge. There is no processing fee for eCheck and debit card payments. All surcharge inquiries should be directed to American Arbitration Association Customer Service at 800-778-7879 or customerservice@adr.org.

Total

\$957.37 USD

Please remember that this payment using a credit card includes a Surcharge charged by American Arbitration Assoc. **There is no surcharge for debit card payments.**

All Surcharge inquiries should be directed to: American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271](#), CORPFINANCE@ADR.ORG.

Terms and Conditions

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EXHIBIT 35



Exhibit 35

Rhawn Joseph <deardoctorseph@gmail.com>

Arbitration Case: # 01-23-0003-3281 Rhawn Gabriel Joseph v Amazon KDP

AAAFiling <AAAFiling@adr.org>

Fri, Jul 28, 2023 at 11:46 AM

To: "DearDoctorJoseph@gmail.com" <DearDoctorJoseph@gmail.com>, "BookOrders@Cosmology.com" <BookOrders@cosmology.com>, AAAFiling <AAAFiling@adr.org>

Hello,

We received your demand for arbitration between Rhawn Gabriel Joseph v Amazon KDP.

Please be advised that the filing requirements for this matter have not been met. At this time we kindly request:

- Respondent and/or Respondents counsel complete contact information (Address/Phone Number/Email)
- payment of **\$4,575** which is the remaining balance of the filing fee for a claim amount of \$770,877.31. Please see attached Commercial Arbitration Fee Schedule

If you wish to pay via credit card please let me know and I will send you a secure link to make payment online.

Once we receive the above on or before **Friday, August 4, 2023** we will assign the case to a case manager for administration.

Kindly reference case #01-23-0003-3281 with any correspondence.

Please note that all communication for this case will be done in writing, if you have any questions please feel free to email us.

Best regards,



AAAFiling
Administrative Assistant

American Arbitration Association

E: AAAFiling@adr.org
1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043
adr.org | icdr.org | aaamediation.org



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EXHIBIT 36



Exhibit 36

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Arbitration Case: # 01-23-0003-3281 Rhawn Gabriel Joseph v Amazon KDP

AAAFiling <AAAFiling@adr.org>

Tue, Aug 8, 2023 at 12:43 PM

To: AAAFiling <AAAFiling@adr.org>, "BookOrders@Cosmology.com" <BookOrders@cosmology.com>, "DearDoctorJoseph@gmail.com" <DearDoctorJoseph@gmail.com>

Cc: "johngoldmark@dwt.com" <johngoldmark@dwt.com>, "emilyeskew@dwt.com" <emilyeskew@dwt.com>

Hello,

This is a follow up to the e-mail below and confirmation of Respondents counsel notice of appearance. The AAA requests the below by close of business **Monday, August 14, 2023**. Absent of requisites, the AAA will administratively close its file.

At this time we kindly request:

- Respondents contact information
- Payment of **\$4,575** which is the remaining balance of the filing fee for a claim amount of \$770,877.31. Please see attached Commercial Arbitration Fee Schedule

If you wish to pay via credit card please let me know and I will send you a secure link to make payment online.

Please note all communication will be done in writing, if you have any questions please feel free to e-mail us.

Thank you,



AAAFiling
Administrative Assistant

American Arbitration Association

E: AAAFiling@adr.org

1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043
adr.org | icdr.org | aaamediation.org



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From: AAAFiling <AAAFiling@adr.org>

Sent: Friday, July 28, 2023 2:46 PM

To: DearDoctorJoseph@gmail.com; BookOrders@Cosmology.com; AAAFiling <AAAFiling@adr.org>

Subject: Arbitration Case: # 01-23-0003-3281 Rhawn Gabriel Joseph v Amazon KDP

Importance: High

EXHIBIT 37

Exhibit 37

Order Confirmation

American Arbitration Association, Inc. <noreply@elavon.com>

Mon, Aug 14, 2023 at 12:23 PM

Reply-To: CORPFINANCE@adr.org

To: DearDoctorJoseph@gmail.com

\$1,879.75 USD

08/14/2023 03:23:47 PM

American Arbitration Association, Inc.

Your payment has been approved

Thank you for your recent payment to American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271, CORPFINANCE@ADR.ORG](#). Please keep this receipt for your files in the event you need to contact American Arbitration Assoc about your payment.

Payment	VISA 41*****1254
Transaction ID	140823C2A-83CEED02-484B-42A9-902E-0AC89C3989E8
Approval Code	00413C
ECI	
Amount	\$1825.00 USD
Credit Surcharge	\$54.75 USD
Total of all charges and fees	\$1879.75 USD

Thank you for your recent payment to American Arbitration Association. Please keep this receipt for your files in the event you need to contact American Arbitration Association about your payment.

American Arbitration Association

New York, NY 10271

US

Please remember that this payment using a credit card includes a surcharge. There is no processing fee for eCheck and debit card payments. All surcharge inquiries should be directed to American Arbitration Association Customer Service at 800-778-7879 or customerservice@adr.org.

Total	\$1,879.75 USD
-------	-----------------------

Please remember that this payment using a credit card includes a Surcharge charged by American Arbitration Assoc. **There is no surcharge for debit card payments.**

All Surcharge inquiries should be directed to: American Arbitration Assoc, [120 Broadway, Floor 21, New York, New York, 10271, CORPFINANCE@ADR.ORG](#).

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EXHIBIT 38



Exhibit 38

Rhawn Joseph <deardoctorseph@gmail.com>

AAA DOCUMENT RECEIPT- 012300035933

do-not-reply@adr.org <do-not-reply@adr.org>
To: DearDoctorJoseph@gmail.com

Mon, Aug 14, 2023 at 12:24 PM



DOCUMENT RECEIPT

YOUR AAA CASE NUMBER:012300035933

Thank you for choosing American Arbitration Association. Please print a copy of this page for your records.

Basic Filing Information

Rhawn Joseph
4082869833
DearDoctorJoseph@gmail.com
Arbitration

This is a revised claim. I did not realize that the request for damages should be part of the total claim. Therefore, I have revised the damages.

Filing Fee
Charged

\$1825.00

Documents received on 14-AUG-23 at 15:24:07 Eastern Time.

What's Next?

- This acknowledges receipt of your filing on **14-AUG-23 at 15:24:07 Eastern Time**. This notice does not constitute the AAA's initiation of the case or satisfaction of all AAA administrative filing requirements.
- **DON'T FORGET** to send a copy of the completed form and any attachments to all parties and retain a copy of the form for your record.
- Your filing will be reviewed and, if all AAA Administrative filing requirements are met, assigned to a case manager who will be in contact with all parties. Should additional information or clarification be required you will be contacted by our case filing department.

EXHIBIT 39



Exhibit 39

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Arbitration Case: # 01-23-0003-3281 Rhawn Gabriel Joseph v Amazon KDP

AAAFiling <AAAFiling@adr.org>

Tue, Aug 15, 2023 at 12:25 PM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>, "Eskew, Emily" <EmilyEskew@dwt.com>

Cc: AAAFiling <AAAFiling@adr.org>, "Goldmark, John" <JohnGoldmark@dwt.com>, "BookOrders@Cosmology.com"

<BookOrders@cosmology.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, "Bugaghis, Zana" <ZanaBugaghis@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>

Mr. Joseph,

This e-mail will confirm receipt of the amended claim amount to reflect as \$257,443.24. Please note the Commercial Arbitration Rule and fee schedule are still in effect. The AAA would require the remaining balance of **\$1,975** to process the matter forward to a case manager.

A secure pay-link has been sent to your attention from noreply@adr.org to pay the remaining balance by on or before Monday, August 21, 2023. Absent of payment, the AAA will close its file.

Thank you,



AAAFiling
Administrative Assistant

American Arbitration Association

E: AAAFiling@adr.org

1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043

adr.org | icdr.org | aaamediation.org



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EXHIBIT 40



Exhibit 40

Rhawn Joseph <deardoctorseph@gmail.com>

RE: Order Confirmation

AAAFiling <AAAFiling@adr.org>

Thu, Aug 17, 2023 at 4:52 AM

To: "R. Gabriel Joseph" <deardoctorseph@gmail.com>, AAAFiling <AAAFiling@adr.org>

Cc: "Goldmark, John" <JohnGoldmark@dwt.com>, "BookOrders@Cosmology.com" <BookOrders@cosmology.com>, "Lillig, Rebecca" <RebeccaLillig@dwt.com>, "Bugaighis, Zana" <ZanaBugaighis@dwt.com>, Arbitration Admin <arbitrationadmin@dwt.com>, "Eskew, Emily" <EmilyEskew@dwt.com>

Mr. Joseph,

Please take a look at the filing fee schedule attached. You have two options to pay the filing fee which are by either Standard Fee Schedule or Flexible Fee Schedule.

Standard Fee Schedule: A two-payment schedule (**Initial and Final Fee**) that provides for somewhat higher initial filing fees but lower overall administrative fees for cases that proceed to a hearing.

Flexible Fee Schedule: A three-payment schedule (**Initial, Proceed and Final Fee**) that provides for lower initial filing fee and then spreads subsequent payments out over the course of the arbitration. Total administrative fees will be somewhat higher for cases that proceed to a hearing.

The difference between the two is under the **Standard Fee Schedule** you have just **one payment** of the initial filing fee. Under the **Flexible Fee Schedule** the **initial** filing fee is broken down into **two payments** which are the initial filing fee and proceed fee. Please note the **Final Fee** will be requested if/and when a hearing takes place and the fee is split between the parties.

To recap, you have the option to either file your matter under Standard or Flexible fee schedule. Per our last correspondence, if you wish to proceed with the Standard Fee Schedule the AAA would require the balance of **\$150** and the case will move forward to a case manager with the case filed under the Standard fee schedule. If you wish to proceed through the Flexible Fee Schedule, the AAA has the funds to process the case forward to a case manager under the Flexible fee schedule.

Again, please advise how you wish to proceed forward or if you require further clarification.

Kindly,



**AAAFiling
Administrative Assistant**

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